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Age at Entry.	NUMBER OF PREMIUMS PAID.				
	Five.	Ten.	Twenty.	Thirty.	Forty.
	£ s.	£ s.	£ s.	£ s.	£ s.
20	103 0	191 10	431 0	*736 0	*1,022 0
30	112 0	211 0	464 10	*819 0	*1,167 0
40	124 0	232 0	525 10	*939 10	*1,343 10
50	147 0	276 10	*626 10	*1,126 0	.....
60	197 10	372 0	*836 10	.....	.....

EXAMPLE.—A Policy for £1,000, effected 30 years ago by a person then aged 30, would have increased to £1,819, or by more than 80 per cent.

In the cases marked * the Bonuses, if surrendered, would be more than sufficient to extinguish all future premiums, and the Policy-holders would still be entitled to share in future profits.

Cases Reported this Week.

In the Solicitors' Journal.

Bracken, Re, Doughty v. Townson 674
Curwen v. Milburn 674
Jonas v. Deacon 675
Mainwaring, Re, Crawford v. Royal Infirmary 674
Skeats v. Allen 674
Tuck v. The Southern Counties Deposit Bank 673
Waters v. Boxer 674

In the Weekly Reporter.

Farden v. Richter 768
Goods of Harver, In the. Harver v. Harver (Crook intervening) .. 768
Johnson, In re. Manchester and Liverpool District Banking Co. v. Beales 765
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The Solicitors' Journal and Reporter.

LONDON, AUGUST 17, 1889.

CURRENT TOPICS.

IN REFERENCE to the order of transfer to Mr. Justice KEKEWICH which is in preparation, attention should be directed to the lists which are now exhibited in Room 136 at the Royal Courts of Justice, from one of which fifty actions will be taken for transfer from Mr. Justice STIRLING, and from the other of which thirty actions will be taken for transfer from Mr. Justice NORTH.

AS WE ANTICIPATED, all the courts did not sit on Saturday last; Court of Appeal No. 1 and Mr. Justice NORTH rising for the vacation on Friday. It should not, however, be hastily assumed that the latter judge left himself without employment during the last two days of the sittings. It is generally understood that an important issue (*Fly* v. *Fish*) which had been adjourned from the Whitsun Vacation, and in which the place of trial named was in the far North, required the attendance of the learned judge; a personal inspection by him (R. S. C., ord. 50, r. 4) being essential to the proper decision of the issue.

THE PRACTITIONERS and suitors in County Court Circuit No. 37 are to be congratulated on the transfer to that circuit of Judge HOLL. Mr. DIGBY SEYMOUR, Q.C., who has been appointed to succeed that judge in Circuit No. 1 (Newcastle-upon-Tyne, &c.), cannot be said to be lacking in experience, since he was called to the bar in 1846, and has had an extensive practice on circuit. He is, however, fast approaching seventy years of age, and we must again renew the protest we made at the commencement of the present year against the practice of the appointment to judicial posts, for the effective discharge of the duties of which physical energy and vigour are required, of men who must before long become subject to the infirmities of old age.

IN A CASE before Court of Appeal No. 2 last week, in which the court had referred it to one of the official referees to inquire what damages the plaintiff was entitled to, and an application was made to vary the finding of the referee, a discussion arose as to whether the reference had been made under section 56, or under section 57, of the Judicature Act, 1873. Ultimately it was agreed that the reference had been made under section 56. But FRY, L.J., took occasion to observe that, in every case which comes before the Court of Appeal by way of appeal from the finding of an official referee a similar discussion takes place. This, he said, arises from the fact that the forms of reference given in Appendix K to the R. S. C., 1883, are not followed. Form No. 32 in that appendix is for a reference under section 56, and Form No. 33 is for a reference under section 57. Practitioners should be careful in future to see that in cases of reference the appropriate form is employed.

THE ASSAULT on a judge of the Supreme Court of the United States on Wednesday, with its tragic termination, and the recent disgraceful mobbing to which Mr. Justice STEPHEN was subjected at Liverpool, remind us of the remarkable exemption which our judges have hitherto enjoyed from the risks arising from the desire for revenge of disappointed suitors. With the exception of the rotten egg which was thrown at the late Vice-Chancellor MALINS (and which he mildly remarked must have been intended for his brother BACON), and the attempted assassination of the late Sir GEORGE JESSEL by DODWELL in 1878, we do not recall any instance in recent years of an assault on any judge exercising civil jurisdiction. And even in earlier times the instances of attacks on judges are few. In 1616 Sir JOHN TYNDAL, one of the masters in Chancery, was killed by a shot, fired at him while entering his chambers at Lincoln's-inn by a man called BERTRAM, against whom Sir JOHN had given a decision. The assassin committed suicide before he could be punished. A few years afterwards a prisoner condemned for felony at the Salisbury Assizes threw a brickbat at Chief Justice RICHARDSON, which narrowly missed him. The offence in this case met with prompt punishment. An indictment was immediately prepared against the prisoner; his right hand was cut off and fixed to the gibbet on which he was himself immediately hanged in presence of the court (2 Dyer, 188*b*). Considering the number of litigants who must every year be almost driven to desperation by the loss of their cases, and the severe censures which the judges have constantly to bestow on the conduct of individuals, the immunity of the bench from personal injury is remarkable, and can only be ascribed to the respect for, and confidence in, the administration of justice in this country which has happily (until recently) been universal. What will be the result upon this of the preposterous re-trial of the MAYBRICK case by the daily papers and public meetings, remains to be seen, but it is to be observed that a great part of the clamour is directed personally against the judge who tried the case.

OUR CORRESPONDENT who complained last week that the cost of drawing up a chancery order in chambers is excessive, and the remuneration to the solicitor inadequate, does not complain without reason. For more than thirty years previously to the recent change, when all orders, except a few of insignificant importance, were drawn up by the registrars, the whole cost out of pocket was included in the fee stamp affixed thereto, and whatever allowance the taxing master made in respect of attendances was clear gain as payment for work done. It is an open secret that a suggestion has been made that solicitors should be required to pay by the folio for the draft or copy of an order, but it must be assumed that, had any rule or order been promulgated to that intent, the amount paid would have been allowed on taxation. No rule has, in fact, been issued requiring payment for the draft of an order drawn up at chambers, and the fact that payment is required arises, it must be supposed, from a practice which has grown up as part of the new condition of things. It seems, however, hardly fair that an order drawn up in one department should put the solicitor to an expense which, when his order is drawn up in the ordinary way, he is not called upon to incur. If the stamp on the order, which is the same in both cases, covers the whole cost, why is the practitioner called upon in one case to pay what is practically a fine? Everyone who has experience in the matter must be well aware that in many cases even where the stamp on the order is £1, the highest fee required, that sum does not by any means pay

the mere cost of writing or printing, not to speak of the salaries of the officials who do the work. If the burden complained of is an attempt to introduce a system which, for the sake of economy, shall lessen the expense to the Treasury of what is called "scrivenery," then it should be adopted in all cases alike, and the list of fees to be placed on orders might be reduced accordingly. The registrars have an established writer with an adequate staff, and all their writing is paid for out of the revenue. Why the writing of orders for the chief clerks cannot be done on the same plan, is a question none but those in the secret can answer. Equality in such matters as this is of the greatest importance, as most solicitors can call to mind orders which, if paid for even at twopence a folio, would more than swallow up the small fee allowed for the attendances.

A further proof of the jealous manner in which the courts will safeguard, in favour of married women, restrictions against anticipation, is afforded by the recent case of *Galmoye* v. *Brown* (*ante*, p. 659), in which Chitty, J., held that, where a judgment has been obtained against a married woman suing as *plaintiff*, execution for costs must be limited to such separate estate of the plaintiff as is not subject to any restraint against anticipation. That execution must be so limited in respect of a judgment recovered against a married woman who is a *defendant*, had previously been decided (*Pike* v. *Fitzgibbon*, 17 Ch. D. 454; see also *Scott* v. *Morley*, 20 Q. B. D. 120; *Draycott* v. *Harrison*, 17 Q. B. D. 147; *Myles* v. *Burton*, 14 L. R. Ir. 258). As the law now stands, separate property which is subject to a restriction against anticipation cannot, under any circumstances, be made available for the payment of the debts of a married woman contracted *during coverture*, though, by virtue of section 19 of the Married Women's Property Act, 1882, no such restriction, if contained in a settlement dated subsequently to the 31st of December, 1882, has any validity against debts contracted by her *before* marriage. Moreover, section 1, sub-section 4, of the Married Women's Property Act, 1882, which extends the liability of a married woman "*to all separate property which she may thereafter acquire*," has been held, upon highly technical grounds, not to apply to property which, by the death of the husband, has been freed from the restriction against anticipation to which it was originally subject (*Beckett* v. *Tasker*, 19 Q. B. D. 7). Whether savings made by a married woman out of the income of her separate property which is subject to a restriction against anticipation, can be reached by her creditors is a question which Chitty, J., expressly leaves untouched by his judgment in the case above cited. Without venturing to predict how this question, when it arises, will be decided, it may be mentioned that, in the case of *Re Glanvill*, *Ellis* v. *Johnson* (31 Ch. D. 532), the Court of Appeal expressed an opinion, though they did not actually decide the point, that the protection afforded by the restriction against anticipation did not extend to *past income*, and that the court could attach income in the hands of the trustees of a married woman to meet a liability in respect of any act done by her after such income accrued.

In a case of *Hancock* v. *The Great St. George Fire Brick Co.*, which was before Mr. Justice North last week upon a motion for judgment, and was set down as a short cause, the question which was supposed to have been set at rest by *Gee* v. *Bell* (35 W. R. 805, 35 Ch. D. 160, 31 Solicitors' Journal 379), was again mooted. In *Gee* v. *Bell* Mr. Justice North decided that (notwithstanding the provision of rule 4 of order 20, that, "whenever a statement of claim is delivered the plaintiff may therein alter, modify, or extend his claim without any amendment of the indorsement of the writ"), when the defendant has not appeared to the writ, and the statement of claim has not been actually delivered to him, but only delivered (under the provisions of rule 10 of order 19) by filing it with the proper officer of the court, the plaintiff cannot have any relief beyond that which he has claimed by his writ. In the recent case now referred to, an attempt was made, as in *Gee* v. *Bell*, to obtain, against defendants who had not entered an appearance to the writ, relief sought by the statement of claim which had not been claimed by the writ. Reliance was placed on the decision of Mr. Justice Chitty in *Law* v. *Philby* (35 W. R. 401), where, in a foreclosure action, the mortgagor not having entered an appearance, an order was made for payment of the amount to be found due, as well as an order for foreclosure, although the writ had claimed only foreclosure, the statement of claim having asked also for a personal order for payment. The registrar, however, pointed out to Mr. Justice North that by a subsequent note of the same case (35 W. R. 450) it appears that, upon the fact, that the plaintiff had not by his writ asked for an order for personal payment, being brought by the registrar to the attention of Mr. Justice Chitty, he directed that only the ordinary foreclosure order should be drawn up, on the ground that, as the defendant had not appeared, it was not competent for the plaintiff by his statement of claim to enlarge the scope of his action by claiming payment. Upon this being mentioned to Mr. Justice North he adhered to his decision in *Gee* v. *Bell*, and gave the plaintiff only that relief which he had asked by his writ. This point of practice may, therefore, now be considered as finally settled, and practitioners will do well to take note of it, and to remember that the report of *Law* v. *Philby*, at p. 401 of 35 W. R., though no doubt an accurate report of what then took place, cannot, by reason of what happened subsequently, be relied upon. In the Annual Practice for 1888-9, at p. 435, *Law* v. *Philby* is cited in the middle of the page as an authority for giving relief asked by the statement of claim, but not asked by the writ, and the only reference given there is to 35 W. R. 401, though at the top of the page a reference is given to 35 W. R. 450.

The principle that a contract of service is not determined by the temporary illness of the servant was fully recognized by Judge Stonor in his judgment in the recent case of *Jonas* v. *Deacon*, which will be found reported in another column. It was there held that the right of the plaintiff (a servant) to his wages was not suspended by reason only of his inability to work, occasioned by temporary illness, the contract to serve not having been put an end to by either party. This decision is quite in accordance with the judgment of the Court of Queen's Bench in *Cuckson* v. *Stones* (7 W. R. 134, 1 E. & E. 248), where Lord Campbell, C.J., expressly lays it down that "want of ability to serve for a week would not of necessity be an answer to a claim for a week's wages, if in truth the plaintiff was ready and willing to serve had he been able to do so, and was only prevented from serving during the week by the visitation of God, the contract to serve never having been determined." It may well be doubted whether the sickness of a servant will, under any circumstances, be a defence to an action for wages unless where the servant has been actually dismissed on account of sickness (see Macdonell's Master and Servant, p. 215), though where he has become for a considerable time, or permanently, unable to perform his duties, a good cause for dismissal, at the election of the master, would certainly seem to exist (*Cuckson* v. *Stones*, *suprà*). A distinction has, however, it seems, been drawn by some writers between illness caused by the servant's own fault and that for which he is not to blame (see Campbell's Edition of Fraser's Master and Servant, p. 140), but it does not appear to be justified by the authorities, which, on the whole, indicate that, if the contract of service remains in force, a servant, if temporarily ill, will be entitled to his wages (see Macdonell's Master and Servant, pp. 216, 217).

THE RIGHT TO THE POSSESSION AND PRODUCTION OF DEEDS.

II.—(1) Right to Possession (*continued*).

Tenants in common, &c., and persons holding in severalty under a common title.—It appears from *Yea* v. *Field* (2 T. R. 708) and the authorities collected in *Foster* v. *Crabb* (12 C. B. 136), that any one of several co-parceners (Vin. Ab. Faits (Aa.) pl. i.), joint tenants, or tenants in common, or any owner of one of several parcels of land held under a common title, who can obtain possession of the deeds relating to their common title, is at liberty to retain them. *Yea* v. *Field* is a very strong case. The purchaser of a small part of an estate took a covenant from the vendor for the production of the deeds; the deeds afterwards came into the purchaser's possession on his taking a mortgage of another part of the estate; he then assigns the mortgage to a third person, not mentioning the

deeds; and it was held that the assignee could not maintain trover for them against him. Lord KENYON, C.J., said: "Although at the time of the purchase the defendant had no right to the possession of the deeds, yet since that time they have by accident come into his possession, and the plaintiff cannot recover them from him. To enable the plaintiff to recover, he should have a better right to the deeds than the defendant; but, in the assignment to him, there is no grant of them." The decision in *Yea* v. *Field* has been questioned, but it was approved of in *Foster* v. *Crabb* (12 C. B., at p. 151). In the latter case, JERVIS, C.J., in delivering the judgment of the court, says: "It does not follow that the right to hold a deed is permanently attached to the person who first gets it into his possession, so as to prevent another having an equal interest in the deed from holding it even against the first possessor should it afterwards come into his possession. The reason which gives to the first possessor a right to hold the deed so long as he retains it in his possession gives to the other party having an interest in the deed a right to keep it should it come into his possession. It is the interest which each has in the deed, and the occasion which each may have to use it, which gives to each the title to have it."

Where two persons are entitled to the deeds, neither of them can recover the deeds from a stranger without the other, and, therefore, if one only brings his action, the proper order is to direct the deeds to be brought into court: *Wright* v. *Robotham* (33 Ch. D. 106).

In connection with this subject it may be noted that, where a partition deed is executed in pursuance of a partition suit, the practice is to hand it to the plaintiff if all the parties are equally interested, but, if they are not, to the person entitled to the largest interest. Where many people were interested, the deed was ordered to be inrolled, with liberty to any party to have a duplicate at his own expense: *Elton* v. *Elton* (27 Beav. 632).

Change of ownership of the land.—As the right to the possession of the deeds depends, as we have seen, on the ownership of the land, the question arises, Does the right to the possession change with the ownership? A change of ownership may arise

(1) On a purchase on sale, or other conveyance *inter vivos* for value;
(2) On a conveyance *inter vivos* not for value;
(3) On the death of the owner of an estate of inheritance, or on the cesser of a particular estate;
(4) On the performance of a condition.

Conveyance for value.—The old law as to the right to the possession of the title deeds on a sale will be found discussed at some length and with great clearness in *Lord Buckhurst's case* (1 Rep. 1). The distinction there taken, which would probably be law at the present day, is this:

(*a*) If a man seised in fee conveys land in fee to another without warranty (or with warranty only against himself and his heirs: Co. Litt. 6*a*), all the title deeds belong to the purchaser, though not granted by express words, unless the vendor retains part of the property: see *ante*, *Tenants in Common*.

(*b*) If a man conveys with warranty he has the right, unless he makes an express grant of the deeds, to retain all the evidences which contain warranty or serve to dereign the warranty paramount, or to maintain the title to the land, but not such as concern the possession.

It is not necessary to discuss the second branch of the rule, as in practice no conveyances with warranty are made at the present day. The first branch was followed in *Lord* v. *Wardle* (3 Bing. N. C. 680, s.c., 4 Scott, 402), *Harrington* v. *Price* (3 Barn. & Ad. 170), *Wakefield* v. *Newbon* (6 Q. B. 276); it applies notwithstanding that the vendor has a lien on the land for his purchase-money: *Goode* v. *Burton* (1 Ex. 189).

It should, perhaps, be observed that the Vendor and Purchaser Act, 1874, s. 2 (v.), provides that

"Where the vendor retains any part of an estate to which any documents of title relate he shall be entitled to retain such documents;"

and that the Conveyancing Act, 1881, s. 3 (6), provides that

"Where the vendor retains possession of any document, the expense of making any copy thereof, attested or unattested, which a purchaser requires to be delivered to him shall be borne by that purchaser."

It might be thought that a mortgagee in fee had a right to the deeds as against the mortgagor or a person claiming under him, but unless his mortgage deed contains a grant of the deeds, or unless they are handed over to him, or unless he asks for them and a proper excuse for not delivering them to him is made, this appears not to be the case; if at least they are in the hands of a person who has any interest in the subject-matter of the security: see *Yea* v. *Field* (2 T. R. 708) and *Davies* v. *Vernon* (6 Q. B. 443); and conversely where a forged copy of a deed was delivered to a first mortgagee whose mortgage contained a covenant for the delivery to him of all the deeds relating to the land, it was held that he might recover the true deed from a person with whom it had been deposited as equitable security subsequently to his mortgage: *Newton* v *Beck* (3 H. & N. 220). It is remarked in Fisher on Mortgages, 308, that it is "doubtful whether the general practice of omitting all mention of the deeds in securities relating to the inheritance is well founded."

In *Manners* v. *Mew* (29 Ch. D. 725) the first legal mortgagee did not obtain the deeds, but he asked for them, the mortgagor made such excuses for not giving them that the mortgagee was not guilty of negligence or fraud in not obtaining them, and it was held that he could recover them from a person with whom they were subsequently deposited as a security by the mortgagor.

The marginal note of *Smith* v. *Chichester* (2 Dr. & War. 393), which says that the "mortgagee is entitled to the possession of the title deeds of the mortgaged estate" appears not to be borne out by the decision. A lessee for years mortgaged his lease, and then obtained a renewal of the lease. On a foreclosure action being brought by the mortgagee, the mortgagor's solicitor, in whose possession the renewed lease was, attempted to set up his lien against the mortgagee, and he did not succeed. It is, perhaps, right to say that the judgment contains language which may possibly mean that in the opinion of Lord St. Leonards a mortgagee has an absolute right to recover all the title deeds from the mortgagor.

In *Banbury* v. *Briscoe* (2 Ca. Ch. 42), where part of the land comprised in a settlement was mortgaged, probably under the trusts of the settlement, and the settlement was delivered to the mortgagee, he was ordered, on the application of the person becoming entitled to the residue of the land, to bring the settlement into court.

The law is now altered by the Conveyancing Act, 1881, s. 21 (7), which provides that

"At any time after the power of sale conferred by this Act has become exerciseable, the person entitled to exercise the same may demand and recover from any person, other than a person having in the mortgaged property an estate, interest, or right in priority to the mortgagee, all the deeds and documents relating to the property or to the title thereto which a purchaser under the power of sale would be entitled to demand and recover from him."

This section applies only to mortgages made by deed after 1881, see section 19 (4); and it is not quite clear whether it has altered the law as to a mortgagee not obtaining the deeds on the occasion of his mortgage. It may be argued, on the one hand, that a purchaser under the statutory power has only a right to the deeds in the possession of the mortgagee; and, on the other hand, that after the sale the mortgagor, who retains no interest in the mortgaged property, has no right to the deeds, and that, therefore, the effect of the section cited is to enable the mortgagee to recover them from him as soon as the statutory power of sale has become exerciseable, and this latter view is probably correct. As pointed out (W. & T. Conv. Act, 72), the section enables a second mortgagee, on paying a sum into court, under section 5, to satisfy the prior incumbrancers, to recover from them any deeds in their hands.

The transferee of a mortgage should take care to have the deeds handed to him. In *Davies* v. *Vernon* (6 Q. B. 443) a mortgage was made of a term "with all deeds," and the deeds were delivered to the mortgagee. On a transfer of the mortgage the transferee did not obtain possession of the deeds, which were afterwards handed back to the mortgagor. The latter made a mortgage in fee without making any mention of the deeds or handing them over. The husband of the mortgagor deposited the deeds as security. Held, on the death of the husband, that the wife, the mortgagor, could recover them from the person with whom they had been deposited by an action of trover.

A person purchasing a term for value has no right, in the

absence of express grant, to the deeds relating to the freehold (*Wiseman* v. *Westland*, 1 Y. & J. 117; *Austin* v. *Croome*, 1 Car. & M. 653), but he is entitled to the deeds relating to the term (*Hooper* v. *Ramsbottom*, 6 Taunt. 12).

Voluntary conveyance.—We have not been able to find any authority as to the right to the possession of deeds when a voluntary conveyance of the land is made. It will be remembered that the donee retains some interest in the land—namely, the right of conveying it for value It appears to be probable that the donee of the land cannot require delivery of the deeds from the donor, and that on the other hand the latter cannot recover the deeds from the donee if he has delivered them to him. A question of very great difficulty would arise if either the donee or the donor, not having the deeds, made a conveyance for value. The probability is that the purchaser, being the only person who had any interest in the deeds, would be entitled to them.

LEASEHOLD ENFRANCHISEMENT.*

LAST year we noticed the first volume of this interesting and useful work, which dealt with the evidence given before the Select Committees of 1886 and 1887, and we expressed our opinion (32 SOLICITORS' JOURNAL, 434) that the compiler of it, by means of a fair use of his materials, had made out a strong case against the movement in favour of leasehold enfranchisement. The present volume fully bears out the conclusions thus arrived at, and, as we pointed out a short time back (*ante*, p. 605), they have now been confirmed by the recently-issued report of the committee. This rejected the idea that any special benefits were likely to flow from enfranchisement, while its popularity was found to depend chiefly upon a non-recognition of the proper rights of landlords. Moreover, the alleged evils of the leasehold system were held to be by no means proved, while, on the contrary, it was very evident that it possessed special advantages of of its own. The evidence taken last year is a little difficult to deal with, as it consists largely of the details of alleged instances of landlord oppression, and of attacks on the manner in which particular landlords manage their estates. Upon examination these stories and allegations do not seem to have been well founded, and some of them at least have been strikingly contradicted. But apart from such matters. which hardly rise above the level of personal disputes, there are various facts of a more general nature to which it may be interesting to refer.

As to the leasehold system itself, it is useful to study its effect in the facilities it affords for clearing away dilapidated and insanitary houses, for laying out new land, for producing a rapid supply of houses where this is wanted, and for controlling their use and condition when erected. From this list we have omitted any reference to the quality of the buildings themselves, as the evidence on this head is by no means conclusive. There is good building on freehold and leasehold estates alike, and while it may be thought that a freeholder would be more likely to put in good work, there are several considerations which point the other way. Assuming, as is usually the case, that he is a speculative builder, he has to embark part of his capital in the purchase of the site, and so has less at his disposal for building; while, at the same time, he is free from the oversight of the ground landlord, which appears to be but ill replaced by municipal control. These, however, are rather in the nature of *à priori* reflections than the result of experience, and it may be more to the point to quote the opinion of Mr. Matthews, of Birmingham (p. 100), who, while stating that the best buildings in that town were on leasehold land, and that they were superior to those existing in neighbouring freehold towns, frankly admitted that this was probably due, not to tenure, but to the greater wealth of Birmingham. Instructive, too, is the evidence of Mr. Wright, a builder at Nottingham (p. 87), who gave the general opinion that freehold houses were better built and better maintained than leasehold, but stated that, for his own part, he always built his freehold and leasehold houses equally well, and that the whole question, indeed, depended more upon the builder than upon any other consideration.

As to clearances of insanitary areas, there is abundant evidence to shew the ease with which this is done by ground landlords upon the falling in of reversions, as compared with the difficulty and expense which is caused when a municipal corporation has to deal with a large number of freeholders under the compulsory provisions of an Act of Parliament. It must be noticed that the leasehold towns as to which evidence has been taken are in the hands of a few large landowners, and that in general these are influenced by considerations which promote the public welfare as well as their own. In Bury and in Sheffield, indeed, attacks were made upon Lord Derby and the Duke of Norfolk respectively in connection with certain dilapidated property, but it was shewn (pp. 29 and 39) that in each case the landowner was only waiting for leases to expire in order to effect extensive improvements. Moreover, in spite of the complaints made before the committee, not a single notice had ever been served by the local authorities upon the Duke of Norfolk in respect of his property in Sheffield, although he accepted responsibility for it, and was in the habit of sending surveyors to inspect it and effect repairs. And in Bury, although a sanitary inspector reported to the corporation—the report being made for the purposes of the inquiry—that 260 houses on Lord Derby's estate were in an insanitary condition by reason of being old and dilapidated, and that 675 more were defective, yet it was shewn that in four years only eleven notices had been served upon him, and that these had all been attended to at once (pp. 41, 42).

In contrast with the ease with which a ground landlord can clear and rebuild on the expiration of leases, on the mere advice of his agents and surveyors and without expense to the community, it is interesting to notice the details of clearances which have been effected by municipal corporations at the cost of the ratepayers. In Wolverhampton (p. 93), which is a freehold town, it was decided in 1876 to effect the clearance of an insanitary area. Before the necessary authority could be obtained a year had elapsed, and a sum of over £2,300 had been spent in inquiries before the Local Government Board and in Parliament. After this the claims of numerous owners, lessees, and occupiers had to be assessed, and these were ultimately fixed at £195,072; but before the total was arrived at, £86,000 of contested claims had been reduced by the arbitrator to £33,970, and by a jury to £29,740. All this meant, of course, additional expense, and in the end the scheme cost the ratepayers of Wolverhampton a sum of over £220,000. The town clerk characterized the improvement as disastrous, and said they would have been glad to have an owner who, on the occurrence of a reversion, would have taken the work off their hands. Moreover, as the leasehold system is not understood in the town, it is now difficult to get the site which has thus been cleared built upon, and there is little immediate return for the outlay. In Birmingham the town council have spent a million and a half in purchasing a freehold insanitary area in the centre of the town (p. 105), and have made a street through it, but the remainder of the land has been let on seventy-five years' leases. Although, therefore, there is in this case an immediate income, yet the enormous expenditure of public money was only justified by the expectation that the reversions would not be interfered with, and that when the leases have run out the increase in value will belong to the community. So at Nottingham (p. 79) a scheme for the acquisition of a condemned area of freehold houses has recently been put into operation, and the ratepayers have found £160,000 to buy out 150 different freeholders; but the rebuilding of the site is delayed by the present uncertainty about enfranchisement, as it is unsafe to adopt the usual plan of letting it on long leases. Finally, an example may be quoted from Devonport (p. 122), where the ground landlord, Sir John St. Aubyn, was unable to effect improvements in the ordinary way on account of the existence of renewable leaseholds. He accordingly got the corporation to give him the benefit of its compulsory powers, and then carried out his own scheme at a considerable loss to himself, but at a saving of some £20,000 to the ratepayers. Altogether, while it cannot, of course, be asserted that compulsory powers of purchasing and clearing sites could be dispensed with, yet there seems good reason to believe that the usual course adopted by large landowners in London and in the leasehold towns in the provinces of rebuilding over large areas as reversions fall in is effective, both in improving the general condition of towns, and in avoiding the enormous expense which must otherwise fall on the ratepayers.

The other incidents of the leasehold system to which we have referred may be passed over more rapidly. Illustrations of its effect in securing the proper laying out of new sites will be found in Southport, Eastbourne, and the suburbs of Birmingham. The success of Southport as a watering-place, in spite of numerous disadvantages, is well known, and this is not a little due to the wise foresight of the late Mr. Scarisbrick, whose estate comprised two-thirds of the town. Mr. Walmesley, the agent for the present trustees, stated (p. 55) the rules which had been laid down for its management. According to these the streets were all to be wide, and nothing was charged to the lessees for the land devoted to them. Also the houses had to be set well back from the roads, with ornamental lawns or gardens in front, and large open spaces at the side and the back of each. All land was let at the uniform rate of 1d. per yard per annum, though the corporation have since got on freehold sites a fee-farm rent of from 3d. to 6d. Moreover the building inspector of the estate kept a continual watch on the character of the buildings, all the plans for which had to be first submitted for approval. Equally well known is the success which has attended the development of Eastbourne. Here the Duke of Devonshire and Mr. C. D. Gilbert are the landowners. The former

* Town Holdings. Second Volume. A Digest of Evidence as to England and Wales, given before the Select Committee of the House of Commons of 1888, and Statement as to Leasehold Enfranchisement, &c. Cassell & Co.

grants leases for nin ty years (p. 107) to intending builders, with an option to purchase the reversion at any time during the first ten years of the term at thirty years' purchase of the ground-rent. This right has been largely exercised. Out of 2,304 houses erected since 1857, the purchase has been effected in sixty-four per cent., the option still exists in twenty-two per cent., and in only fourteen per cent. has the right been lost by the lapse of the ten years. On Mr. Gilbert's estate, which lies back from the sea, the tenure is for ninety-nine years without option to purchase.

It has been said that the tendency of the leasehold system is to raise rents, but the evidence does not bear this out. On the contrary, several witnesses, who were owners of freehold houses, appeared to object to it because it increased the supply too rapidly, and so lowered rents. That it is eminently adapted to produce a good supply of houses where a town is quickly growing is proved by several examples. Reference may be made to Jarrow Grange in the county of Durham (p. 19), where 1,650 houses have been built in little more than five and twenty years, and to Great Grimsby (p. 33), which within living memory has increased from 8,000 to 50,000 inhabitants. As to this last case, Mr. Wintringham, local agent to Mr. Heneage, pertinently said that if the property had been freehold the Grimsby people would have had to find a quarter of a million more money, which, under the leasehold system, is more advantageously employed in trade.

As to the general control which the system enables a ground landlord to exercise, a very interesting example is afforded in the management of the Nottingham Corporation estates (pp. 81, 82). Over these a minute supervision is exercised in the way of enforcing covenants and maintaining buildings which it would be impossible for the corporation to extend, as the municipal authority, to the whole town. The question, indeed, of enforcing covenants, and so preserving the proper character of a neighbourhood, is easy so long as there is a great landowner interested in maintaining the due value of his reversionary interest, but becomes very difficult when left to the small legal power of a freeholder. The wisdom of adopting the only other alternative, and leaving the matter to the sole control of the local authority, may, by the light of the present evidence, as well as on general considerations, be doubted. Under this head reference should also be made to Lord Derby's estate at Bury, where he keeps a permanent staff of ninety men constantly engaged in rebuilding, repairing, and altering houses and cottages (p. 50).

There are two other points distinctly brought out by the evidence to which it is possible only briefly to allude. These are the desire for enfranchisement that is said to exist, and the loss to owners of reversions which the process would be likely to cause. As to the first, it is noteworthy that Mr. Heneage has offered to his tenants at Great Grimsby the right of enfranchising at twenty-five years' purchase of the ground-rent, yet, though the offer has been open for some time, only thirty-two leaseholders out of 989 have availed themselves of it (p. 35). The contrary, indeed, has been the case at Eastbourne, as stated above, but the class of property there is very different. At Wolverhampton, again, to look at the matter in another aspect, although the town is almost exclusively freehold, the proportion of freeholders to mere occupiers is not more than one in eight (p. 91). And in Birmingham, Mr. Mathews said, traders prefer to take leases, because the capital which would otherwise go to the purchase of sites is thus left free for trade purposes, for which it is more wanted (p. 100). As to the loss which enfranchisement would cause, examples of its probable effect on corporate property are given with regard to the Freemen's estate of the Corporation of Nottingham at p. 78, and with regard to the property of King Edward's School, Birmingham, at p. 103. In the former case the present annual loss by compulsory purchase and consequent re-investment in Consols is expected to be over £1,000 a year, with the future loss of a reversion which has been estimated at £30,000 or £40,000 a year. In the latter case Mr. Mathews stated that the total loss of income on the present rental would be about £9,000 a year. These figures are, of course, only estimates, but they are given with all the appearance of good faith, and, with much else which has been placed before the commissioners, must be fairly met by the friends of enfranchisement if they are to make out a case for the proposed wholesale revolution in the system of building tenures.

A Parliamentary paper just issued states that during the year 1888 in the City of London Court there were 26,775 plaints entered. This is the largest number yet recorded, and, indeed, in this court the number has an almost invariable tendency to increase. Almost all these were for sums under £20. In 11,500 cases judgment was given for plaintiff.

A telegram in Thursday's *Times* states that Justice Stephen Field, of the United States Supreme Court, with Marshal Nagle, on alighting from a train, entered the railway restaurant at Lathorp, California, on Wednesday, for breakfast. Mr. David Terry, formerly a judge in California, who was a passenger by the train, also entered. He went up to Mr. Justice Field at the table, and slapped his face, whereupon Marshal Nagle promptly shot at and killed the aggressor.

CASES OF THE WEEK.*

Court of Appeal.

TUCK *v.* THE SOUTHERN COUNTIES DEPOSIT BANK—No. 2, 8th August.

BILL OF SALE — VALIDITY — PRIORITY — REGISTRATION — ASSIGNMENT OF CHATTELS BY PERSON NOT "TRUE OWNER"—ASSIGNMENT BY WAY OF MORTGAGE AFTER ABSOLUTE ASSIGNMENT—BILLS OF SALE ACT, 1878, ss. 4, 8, 10—BILLS OF SALE ACT, 1882, ss. 4, 5, 6.

This was an appeal from a decision of Kay, J. (*ante*, p. 454). In 1885 an absolute assignment by deed of personal chattels was made to the plaintiff in the action, who was the wife of the grantor, but the deed was not registered as a bill of sale. The plaintiff took possession of the chattels. In 1888 the grantor executed a bill of sale of the same chattels to the defendants as security for a loan. This bill of sale was duly registered. On the death of the grantor the defendants seized the chattels, whereupon the plaintiff brought this action for an injunction and damages, claiming the chattels under the absolute assignment. On behalf of the defendants it was argued that the plaintiff's deed of assignment, being included in the definition of a "bill of sale" given in section 4 of the Act of 1878, required registration, and that, being unregistered, the defendants' registered bill had priority over it: *Conelly* v. *Steer* (7 Q. B. D. 520). Kay, J., held that, inasmuch as the plaintiff's deed of assignment was not a "security for the payment of money," the effect of section 3 of the Bills of Sale Act, 1882, was to exclude it from the definition given in section 4 of the Act of 1878; consequently, that, even though unregistered, it was valid as against the defendants. Being neither trustees in bankruptcy nor execution creditors of the grantor, they were not entitled to any priority over the plaintiff under section 8 of the Act of 1878; and by reason of section 3 of the Act of 1882 the plaintiff's deed of assignment could not be avoided under that Act. An injunction was accordingly granted, with an inquiry as to damages. Section 8 of the Act of 1878 provides that every bill of sale to which the Act applies shall be registered within seven days after execution, otherwise it shall be void as against trustees in bankruptcy and execution creditors of the grantor, as regards any chattels comprised in it which, at the time of the filing of the petition or the levying of execution, and after the expiration of the seven days, are in the possession or apparent possession of the grantor. And by section 10, "In case two or more bills of sale are given, comprising in whole or in part the same chattels, they shall have priority in the order of the date of their registration respectively as regards such chattels." Section 4 of the Act of 1882 provides that "Every bill of sale shall have annexed thereto or written thereon a schedule containing an inventory of the personal chattels comprised in the bill of sale; and such bill of sale, save as hereinafter mentioned, shall have effect only in respect of the personal chattels specifically described in the said schedule, and shall be void, except as against the grantor, in respect of any personal chattels not so specifically described." By section 5, "Save as hereinafter mentioned, a bill of sale shall be void, except as against the grantor, in respect of any personal chattels specifically described in the schedule thereto of which the grantor was not the true owner at the time of the execution of the bill of sale." By section 6, "Nothing contained in the foregoing sections of this Act shall render a bill of sale void in respect of any of the following things (that is to say):—(1) Any growing crops separately assigned or charged where such crops were actually growing at the time when the bill of sale was executed; (2) Any fixtures separately assigned or charged, and any plant or trade machinery where such fixtures, plant, or trade machinery are used in, attached to, or brought upon any land, farm, factory, workshop, shop, house, warehouse, or other place in substitution for any of the like fixtures, plant, or trade machinery specifically described in the schedule to such bill of sale.'"

THE COURT (COTTON, FRY, and LOPES, L JJ.) affirmed the decision on a different ground (LOPES, L J., differing as to the effect of section 5). COTTON, L.J., said that a new point as to the effect of the Bills of Sale Acts was raised. In his opinion Kay, J., had not based his decision on the right ground. There were two questions. The first was, whether the first bill of sale required registration. It was contended that the plaintiff's title was founded on a common law assurance followed by possession of the goods. In his lordship's opinion section 8 of the Bills of Sale Act, 1878, applied to every bill of sale which came within the definition of the term "bill of sale" contained in section 4, and the deed of gift to the plaintiff came within that definition, and therefore required registration. It was urged that it did not require registration as against the defendants, because the proviso at the end of section 8 avoided an unregistered bill of sale only as against trustees in bankruptcy and execution creditors of the grantor, and then only in the event of possession not having been taken of the goods. But, though section 8 pointed out some cases in which an unregistered bill of sale was to be void, it did not point out all the consequences of non-registration. The defendants relied on section 10, which, in the case of there being more than one bill of sale of the same chattels, gave the bills of sale priority in the order of the date of their registration. It was said that the term "priority" could only apply to bills of sale given by way of security. In his lordship's opinion section 10 could not be limited in that way. "Priority" referred to the date of registration, and it meant that a second bill of sale, if registered, was to be taken as executed before a previous bill of sale which was not registered, or not registered till after the second. If there were nothing more in the case, the defendants would be entitled to judgment. But the Act of 1882 was, by section 3, "so far as is con-

* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

sistent with the tenor thereof, to be construed as one with" the Act of 1878, and, by section 15, all enactments contained in the Act of 1878 which were inconsistent with the Act of 1882 were repealed; and, by section 5, "save as hereinafter mentioned" (*i.e.*, as to growing crops and fixtures as mentioned in section 6), a bill of sale was made void, except as against the grantor, "in respect of any personal chattels specifically described in the schedule thereto of which the grantor was not the true owner at the time of the execution of the bill of sale." In the present case it could not be said that the grantor was the true owner of the chattels at the time when he executed the second bill of sale. He had assigned them absolutely to the plaintiff, and could not be the true owner, unless the first bill of sale was void. But section 8 of the Act of 1878 only made it void in favour of trustees in bankruptcy and execution creditors of the grantor, and, by section 10, it was liable to be postponed in favour of a registered bill of sale of later date. That did not make the grantor in the present case the true owner of the chattels at the time when he executed the second bill of sale. It was contended that section 5 applied only to chattels acquired by the grantor after the execution of the bill of sale. That might have been the special object of the Legislature, but the language included all chattels of which the grantor was not the true owner at the time. FRY, L.J., agreed that the first bill of sale required to be registered. It was said that the second instrument was not a bill of sale, but a mere nullity. But, by virtue of the provision of section 10, which gave priority according to the date of registration, a grantor who had no title himself had power to create a title in a subsequent grantee if that grantee got his bill of sale first registered. His lordship could not agree that the provision of section 10 as to priority did not apply to an absolute bill of sale; it applied to every bill of sale. But what was the effect of sections 5 and 6 of the Act of 1882? Section 5 clearly applied to every case in which a bill of sale (but for the statute) might have had effect, though the grantor was not at the time of its execution the true owner of the chattels comprised in it. One such case would be, when the grantor purported to assign chattels which did not at the time belong to him, but which he subsequently acquired, and then the assignment would operate by way of estoppel. Another case would be, when the grantor had at common law parted with all his interest in the chattels, but he could convey an interest by a subsequent assignment, if the first assignment had not been registered. These cases were dealt with by section 5, and there might possibly be other cases. His lordship did not agree that the exceptions mentioned in section 6 shewed that section 5 was to be confined to after-acquired chattels. Those exceptions shewed that section 5 was dealing with after-acquired chattels, but they did not shew that it was not dealing with other chattels. The grantor in the present case was not the "true owner" of the chattels at the time when he executed the second bill of sale, and therefore section 5 made that bill of sale void, except as against himself. LOPES, L.J., agreed as to the necessity of registration, and the priority given by registration. But, in his opinion, section 5 of the Act of 1882 was intended to apply only to after-acquired chattels. The provisions of section 6 confirmed him in this view.—COUNSEL, *Muir Mackenzie* and *Herbert Reed*; *J. G. Butcher*. SOLICITORS, *Prince & Ayres*; *Foss & Ledsam*.

Re **BRACKEN, DOUGHTY** *v.* **TOWNSON**—No. 2, 9th August.

PRACTICE—APPEAL—SECURITY FOR COSTS—AMOUNT OF SECURITY SETTLED BY AGREEMENT—FAILURE TO GIVE SECURITY—POSTPONEMENT OF HEARING OF APPEAL.

When this appeal was called on in its turn for hearing, it was objected, on behalf of the respondent, that the appellant had not given security for the costs of the appeal, as she had agreed to do. The respondent had applied to the appellant to give security, and, in order to avoid the expense of an application to the court, the amount of the security to be given had been settled by agreement between the appellant and the respondent. The appellant had not, however, yet given the security. It was submitted that, under these circumstances, the appeal could not be heard until the security had been given.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) held that the matter stood in the same position as if an order had been made for security. The appeal must stand over until after the security had been given. If the security should not be given within a reasonable time, the respondent could then apply for the dismissal of the appeal.—COUNSEL, *Seward Brice*, Q.C., and *Colt*; *Cozens-Hardy*, Q.C., and *Gatey*. SOLICITORS, *Warriner & Kinch*; *Hargreaves*.

High Court—Chancery Division.

WATERS *v.* **BOXER**—Kay, J., 6th August.

WILL—DIRECTION TO SET ASIDE SPECIFIC SUMS WITH INTEREST, TOGETHER WITH SIMPLE INTEREST FROM SPECIFIED DATES—TIME FROM WHICH THE INTEREST PAYABLE.

A testator gave property to trustees upon trust, after the determination of his wife's life interest therein, to sell, and retain out of the proceeds two sums of £1,000 with interest, together with simple interest at four per cent. from certain specified dates up to the date of such retainer, upon certain trusts in favour of his two daughters and their children. He empowered his trustees to postpone the sale of the whole or any part of his real estate after his wife's death for so long as they should think proper, but not for more than three years, and he declared that the net rents and profits of such of his said real estate as should not for the time being have been sold should be applied as the annual income of the proceeds of sale thereof would be applied if the same premises had been actually sold and the proceeds invested under the trusts therein contained. The testator died in 1885, his widow in 1887. The real estate had not been sold, and one of the trustees of the will took out a summons to have it determined from what date interest became payable, and at what rate, on the two sums of £1,000.

KAY, J., held that interest at four per cent. became payable on the death of the widow, the tenant for life.—COUNSEL, *Martelli*; *Christopher James*; *Dunning*. SOLICITORS, *Martelli*, for *Burton & Sons*, Great Yarmouth; *Whites & Co.*; *Wilson, Bristows, & Carpmael*.

SKEATS *v.* **ALLEN**—Kay, J., 7th August.

SETTLEMENT—POWER OF APPOINTMENT OF NEW TRUSTEES—APPOINTMENT OF ONE OF THE APPOINTORS.

A marriage settlement contained the following power of appointment of new trustees:—"If and so often as any of the trustees hereby appointed, or any future trustee or trustees of these presents, shall die or go to reside abroad, or shall desire to retire from or refuse or become incapable to act in the trusts of these presents," it should be lawful for the husband and wife during their joint lives " . . . to appoint any other person or persons to be a trustee or trustees in the place of the trustee or trustees so dying," &c. New trustees being required, the husband and wife proposed to appoint the husband (who took no interest in the settled property) to be a trustee jointly with a third person.

KAY, J., held that an appointor, being in a fiduciary position, could not appoint himself a trustee, and also, on the wording of the power, that "other" meant "other than the trustee being replaced, and other than the person making the appointment."—COUNSEL, *Cruickshank*; *Upjohn*. SOLICITORS, *Schultz & Sons*, for *Gwilym & Charles James*, Merthyr Tydvil.

Re **MAINWARING, CRAWFORD** *v.* **ROYAL INFIRMARY**—Kekewich, J., 10th August.

WILL—LEGACY TO EXECUTOR WHO DOES NOT ACT—"FOR HIS TROUBLE" AND "TO MARK MY FRIENDSHIP AND REGARD."

The testator in this case by his will appointed Forshaw one of his executors, and gave legacies of £50 to his executors "for the trouble they may have in the execution of this, my will, and also to mark my friendship and regard for them." Forshaw never acted as executor, and renounced probate of the will. The question was whether he was entitled to take the legacy or not: *Bubb* v. *Yelverton* (L. R. 13 Eq. 131), *Re Denby* (3 De G. F. & J. 350), and *Burgess* v. *Burgess* (1 Coll. 367) were cited.

KEKEWICH, J., said that the testator had stated two reasons for this legacy, and it was impossible to say which reason influenced his mind most, or how far, if at all, his intention would have been affected by knowledge of the renunciation of probate by the legatee. Mr. Forshaw was entitled to the legacy.—COUNSEL, *Barber*, Q.C., and *Crawford*; *Vernon Smith*; *Warmington*, Q.C., and *Hughes*. SOLICITORS, *Miller & Williamson*; *Forshaw*; *Pritchard, Englefield, & Co.*, for *Arthur S. Mather*, Liverpool.

Solicitors' Cases.

CURWEN *v.* **MILBURN**—C. A. No. 2, 9th August.

SOLICITOR AND CLIENT—COSTS—TAXATION—STATUTE-BARRED ITEMS—LIEN ON CLIENT'S DOCUMENTS.

This was an appeal from a decision of North, J. (*ante*, p. 471). One of the questions in the case was, whether, on a taxation of costs at the instance of a client, the taxing master ought to have taxed items in the bill which were, in his opinion, barred by the Statute of Limitations; and another question was, whether there had been a sufficient acknowledgment by the client to take the case out of the statute. The decision of North, J., turned mainly on the question of acknowledgment, but as the decision of the Court of Appeal turned only on the construction of the order for taxation, it is unnecessary now to refer to the correspondence which was relied upon as an acknowledgment. But it is necessary to state more fully than before the terms of the order for taxation. The client obtained the order upon an originating summons issued by himself, as plaintiff, against the solicitor, as defendant, instead of by an ordinary petition of course, and the summons did not contain the submission by the client (which would have been contained in a petition of course) to pay what should be found due on the taxation. The defendant had for many years acted as the plaintiff's solicitor, but ultimately the plaintiff became dissatisfied with him, and instructed other solicitors. He signed a written authority addressed to them, by which he authorized and requested them "to obtain and receive from" the defendant "all deeds and documents in the possession, custody, or power" of the defendant "belonging to me, or in any way relating to my manor of P., and also all other deeds, &c., in the possession, custody, or power" of the defendant "belonging to me, or in any way relating to the lands, tenements, hereditaments, matters, actions, things, and premises in which I am in any way interested, and of which" the defendant "has the possession, custody, or power as solicitor for me, and also to obtain and receive from" the defendant "an account of his dealings and transactions with my lands, tenements, hereditaments, matters, actions, things, and premises since he was appointed my solicitor many years ago, or for such other period as you may think fit. And I hereby authorize and request" the defendant "to deliver up to you all such deeds, books, papers, and documents as aforesaid, and such account as aforesaid." The new solicitors thereupon wrote to the defendant, sending him a duplicate of the above written authority, and adding, "if you claim to have any lien upon the deeds, &c., of our client, we request

that you will be good enough to deliver us full particulars thereof without delay." Further correspondence followed, in the course of which the new solicitors asked for an early appointment "for delivery up of our client's deeds, books, papers, and documents." On the 4th of July, 1888, the originating summons was issued, and on the 31st of July an order was made upon it (upon the undertaking of the plaintiff to pay any additional costs caused by his proceeding by originating summons instead of by a petition of course) that the plaintiff should pay to the defendant such additional costs, to be taxed. And it was ordered that the defendant should, on or before the 1st of October, 1888, or subsequently within fifteen days after service of the order, deliver to the plaintiff "a bill of his fees and disbursements in all suits, causes, or other matters of business in which he has been employed as solicitor for the plaintiff," and that it be referred to the taxing master "to tax and settle the said bill." Then followed an order for the production on oath of books, papers, &c. And it was ordered that the defendant should give credit for all sums of money by him received of, or on account of, the plaintiff, and that he should be at liberty to charge all sums of money paid by him to, or on account of, the plaintiff. And it was ordered that, "if such bill when taxed be less by a sixth part than the said bill as delivered, the master do tax the plaintiff his costs of this application and of such reference, such last-mentioned costs to include only such costs as would have been incurred if the plaintiff had proceeded by a petition of course. And, if such bill when taxed shall not be less by a sixth part than the said bill as delivered, it is ordered that the master do tax the defendant his costs of this application and of such reference. And it is ordered that the master do certify the amount due from the plaintiff to the defendant, or from the defendant to the plaintiff, as the case may be, having regard to the costs of this application and of such reference so to be taxed as aforesaid, and any sum or sums of money which may have been so received or paid as aforesaid." Then followed directions for the payment of the amount to be certified by the taxing master. And it was ordered that the plaintiff should be at liberty to pay into court the sum of £350, and thereupon that the defendant should deliver over to the plaintiff on oath, on or before the 1st of October, 1888, all deeds, &c., in his custody or power belonging to the plaintiff, and, the plaintiff so requesting, and the defendant assenting, it was ordered that the defendant should, within fifteen days after the payment into court of the £350, hand over to the plaintiff such documents as the plaintiff might, by himself or his solicitor, designate as wanted for immediate use. And it was ordered "that the existing lien of the defendant upon the documents in his possession do attach to the sum of £350 when paid into court, and that the delivery over of such documents by him to the plaintiff be also without prejudice to the defendant's lien." In taxing the defendant's bill under this order the taxing master struck out certain items, without entering into the propriety of the charges, on the ground that they were statute barred. The defendant delivered objections to the taxation—(1) that he had a lien for his costs, which was not affected by the Statute of Limitations; (2) that certain correspondence amounted to an acknowledgment, from which a promise to pay must be inferred sufficient to take the case out of the statute. The taxing master answered, "The question of lien is not one for the taxing master, and does not render it incumbent upon him to tax a bill barred by the statute, or open to valid objection of any other description than that of amount. No evidence has been produced which in my opinion is sufficient to take the disallowed items out of the statute." The taxing master by his certificate stated that, in pursuance of the order for taxation, he had "taxed and settled the bill of fees thereby directed to be taxed and settled at the sum of £204 11s. 9d." And, after allowing for moneys received by the defendant from, or on account of, the plaintiff, and payments made by him to, or on account of, the plaintiff, and for the costs of the reference, the master certified that a sum of £25 18s. 2d. remained due from the defendant to the plaintiff. The defendant took out a summons to review the taxation, and it was urged on his behalf that, if the items in question were statute barred, the master ought to have taxed them, or, at any rate, to have stated the facts specially, for that otherwise his certificate, finding that only a certain sum was "due" in respect of the bill which he had been directed to tax, would seriously prejudice the defendant's lien in respect of the statute-barred items, and might prevent him from enforcing it, for he would have no answer to an application for the delivery up of the plaintiff's documents. North, J., held upon the correspondence that there had been an acknowledgment sufficient to take the case out of the statute, and that the master ought to have taxed the items in question. But his lordship declined to decide whether, under the common order to tax, the master would be right in disallowing without taxation all items in a bill of costs which were statute barred. That question, he said, did not arise in the present case, for it was clear that the parties intended to have a taxation for the purpose of determining the amount of the solicitor's lien.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) affirmed the decision, though upon a different ground. COTTON, L.J., said that the question did not arise under the common order for taxation, but it turned on the construction of the order which was actually made. The master was to certify the amount due from the plaintiff to the defendant or from the defendant to the plaintiff. The real object of the taxation was to obtain for the plaintiff the delivery up of his deeds and other documents which were in the defendant's possession. The object was to ascertain the amount of the solicitor's lien. In his lordship's opinion the solicitor would, under this order, be obliged to bring in for taxation all his bills of costs, whether they were incurred within six years before the date of the order or earlier, and the taxing master did not obey the order by taxing only bills incurred within six years. It was said that the earlier items were not "due" by the client. But they were "due," though no action could be brought to recover them. It was said that the plaintiff could not be ordered to pay that which was not "due" by him. He had, however, submitted to an order which amounted to an undertaking to pay all the solicitor's taxed bill, whether the items were statute barred or not. The judgment of North, J., must be affirmed, though on a different ground. His lordship would give no opinion whether an action could have been maintained for the items in question; he based his decision on the construction of the order, which, he thought, was intended to ascertain what payment the plaintiff must make to the solicitor in order to obtain the delivery up of his deeds. FRY, L.J., concurred. The order required the taxing master to certify what was due from the plaintiff in respect of one bill of costs relating to all the matters in which the solicitor had acted for him. If the plaintiff's construction was right, the order would have required the master to make two certificates—the one for the amount in respect of which the plaintiff was personally liable; the other for the amount which the solicitor would be entitled to recover only by way of lien. The plaintiff was too late to raise that contention now; he ought to have obtained an order in a different form. The order required the taxing master to certify what was "due"—not merely what was exigeable by process of law. The Statute of Limitations did not destroy the debt; it only took away the remedy for it by action. LOPES, L.J., concurred.—COUNSEL, *Cozens-Hardy*, Q.C., and *Ashton Cross*; *Romer*, Q.C., and *Swinfen Eady*. SOLICITORS, *Speechley & Co.*; *Wood & Wootton*.

[The judgments of the Court of Appeal, though they do not profess to go to that extent, seem to amount to a decision that, even in the case of the common order to tax, the taxing master ought to tax statute-barred items. The order of course (*vide* Seton on Decrees (4th ed.), vol. 1, p. 604) recites the submission of the client by his petition to pay what shall appear to be *due* to the solicitor on the taxation of his bill; orders the master to tax the bill, and to certify the amount *due* from the client to the solicitor, or from him to the client, as the case may be, and that the amount so to be certified be paid by the party from whom to the party to whom the same shall be certified to be *due*, unless the court shall, upon special circumstances, to be certified by the master, otherwise order. And then it is ordered that, upon payment by the client to the solicitor of what may be certified to be *due* to him, the solicitor do deliver to the client upon oath all deeds, &c., in his custody belonging to the client. It is difficult to conceive that the word "due" in the common order should be construed differently from the way in which the Court of Appeal have construed it in the present case. Otherwise, a solicitor might lose his lien for costs in respect of which, by reason of the statute, he had no personal remedy against his client.]

County Courts.

JONAS *v.* DEACON—Brompton, 30th July.

TEMPORARY ILLNESS OF SERVANT—WAGES NOT SUSPENDED.

The plaintiff was a barman in the employment of the defendant, a publican, as a weekly servant, subject to a week's notice on either side, at wages of 11s. a week, and was lodged and boarded by the defendant. In the week ending the 1st of December last the plaintiff fell ill of scarlet fever, and was taken to the hospital. On the 9th of January he was discharged from the hospital, and went to the defendant and offered to resume his employment, but the defendant refused to receive him again into his service. The plaintiff now sued the defendant for £4 8s., being seven weeks' wages and one week in lieu of notice.

Judge STONOR, after stating the facts, said: Neither the plaintiff nor defendant ever gave to the other any notice determining the hiring. If this were the case of a domestic servant there could be no doubt that the plaintiff would be entitled to recover, but, on the whole, his honour thought that the plaintiff was not a domestic servant, being employed by the defendant only in the course of his trade. The case, however, of *Cuckson* v. *Stones* (7 W. R. 134, 1 E. & E. 248) appeared to him to be decisive in favour of the plaintiff. In that case the plaintiff agreed to serve the defendant for ten years as a brewer, at a weekly sum of £2 10s., with lodging and firing. He fell ill and was unable to continue his work, and it was unanimously held by the Court of Queen's Bench that the plaintiff was entitled to recover his wages for the weeks during which he was unable to work, inasmuch as the contract of hiring had not been rescinded. There were, no doubt, some important distinctions between the circumstances of that case and the present. In the one the plaintiff was a skilled servant, engaged for an absolute term of ten years; in the other the plaintiff was not a skilled servant, and was engaged only as a weekly servant, subject to a week's notice; but these distinctions did not appear to be material for the present purpose. The principle which governed both cases was the same—viz., that a contract of service which was in force was not determined by the temporary illness of the servant. Accordingly his honour gave judgment for the plaintiff, with costs.

The *Daily Telegraph* says that a town clerk in a South of England watering-place has been much puzzled by the question, which he has now submitted to counsel, When does a Bath chair become a tricycle? After much discussion it has been decided that the local bye-laws should permit Bath chairs to be drawn along the parades, but even perambulators are not permitted on the pavement of the houses facing the esplanade. But an invalid lady has appeared in a Bath chair, which is propelled by her son, who sits behind on a tricycle, and the question has arisen both with the local lodging-housekeepers and the promenaders if this gigantic innovation can be allowed to continue.

LAW STUDENTS' JOURNAL.

RECENT STUDENTS' BOOKS.

SMITH'S MANUAL OF EQUITY JURISPRUDENCE FOR PRACTITIONERS AND STUDENTS, &c. &c. FOURTEENTH EDITION. By J. TRUSTRAM, LL.M. Barrister-at-Law. Stevens & Sons, Limited.

The editor must have expended considerable time and labour over the present edition of "Smith's Manual," as nine years, marked by important legislation, have elapsed since the last issue. The more important changes have been referred to in the text, and the Trustee Act, 1888, is printed in an appendix, but the bulk of the work is only increased by eighty pages. Some fifteen years ago Mr. Smith's manual was about the only handy book for students, but through the long interval between the thirteenth and present edition it is now almost unknown. We expect the labour expended by the present editor will lead to a renewal of its popularity. Mr. Smith's original division of the subject-matter into remedial, executive, adjustive, and protective equity is, we consider, rightly retained; but the author would have been wise if he had abandoned the method of referring in the index and table of cases to paragraphs instead of pages. A good selection of the many important recent cases has been made. The subjects of partnership and executor's right of retainer are but meagrely dealt with; and under the heading "Injunctions" we should expect something about trade-names especially referring to newspapers (*Licensed Victuallers' Newspaper Co.* v. *Bingham* (32 SOLICITORS' JOURNAL 352), and *Borthwick* v. *The Evening Post*, *&c.*). Although the law of conversion can be gathered under implied trusts and specific performance, it would have been well to have had a separate chapter on this subject. While recognizing that the company law can only be imperfectly dealt with in a small manual on the whole of equity, still we consider no text-book for students who have to pass the final can be satisfactory which does not attempt to set out the leading points of such a considerable source of practice. Notwithstanding such defects, the present volume will, doubtless, be much welcomed by law students for the purposes of either the solicitors' or bar examinations.

THE ELEMENTS OF ROMAN LAW SUMMARIZED. By SEYMOUR F. HARRIS, B.C.L., M.A., &c. SECOND EDITION. Stevens & Haynes.

This work consists of a digest of the Institutes of Gaius and Justinian, arranged with the intention of affording a comparative view of the state of Roman law at their respective epochs, with an introduction containing the lives of each, and a chronological table of the *leges* and *senatus consulta* met with in the text. Students who have omitted to take notes will find it a very valuable substitute for revision purposes, and its perusal will aid a beginner to gain a good general view. A few notes on the theories of Maine, Ortolan, Hunter, and Moyle would have enhanced its value somewhat, but the author has confined his attention to the text. We are glad to see a new edition of Mr. Harris's Elements, as the former edition had become scarce, and we can recommend it for its accuracy and perspicuity.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 14th inst.; Mr. John Hunter in the chair. The other directors present were Messrs. Grinham Keen, Samuel Harris (Leicester), J. H. Kays, R. Pennington, J. Anderson Rose, Sidney Smith, R. W. Tweedie, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £789 was distributed in grants of relief; ten new members were admitted to the association; and other general business was transacted.

NEW ORDERS, &c.

THE RAILWAY AND CANAL TRAFFIC ACT.

The Board of Trade have circulated the following memorandum as to the mode of procedure which they propose to adopt at the hearing of objections to the classifications of merchandise traffic and schedules of *maximum* rates applicable thereto, submitted by the railway companies under the provisions of the Railway and Canal Traffic Act, 1888:—

The Board of Trade have considered the course which it will be most convenient to adopt, in the public interest, in order to afford to all persons who have forwarded objections to the several classifications of merchandise traffic and schedules of *maximum* rates applicable thereto, submitted by the railway companies, an opportunity of appearing before them in support of these objections, and to the railway companies an opportunity of appearing in support of their proposals.

The Board of Trade propose that, as far as possible, the classifications, general conditions, and schedules of *maximum* rates shall be made uniform throughout the United Kingdom.

They also desire to avoid the inconvenience and costs which would be incurred if it were made necessary to discuss the objections in the case of every schedule submitted by the several railway companies.

With these objects they propose to adopt the following procedure:—

The Board of Trade will take for the purpose of discussion of the classification of merchandise traffic and the general conditions applicable thereto, the schedule of the London and North-Western Railway Company.

Objectors who have lodged objections to the schedules of any other railway company will be allowed to appear and support those objections so far as they are applicable as if they had objected to the schedule of the London and North-Western Railway.

Objectors will be allowed to appear by themselves or by any duly authorized representative.

The first sitting will be held at 8, Richmond-terrace, Whitehall, S.W., on Tuesday, October 15, at 11 a.m., and the first point for discussion will be the second clause in the general conditions, on page 19, of the revised schedule of *maximum* rates and charges of the London and North-Western Railway, which proposes to provide as follows:—

"The *maximum* rates and charges proposed to be authorized are divided as follows:—

"(1) * * *

"(2) *Maximum* station terminals.

"(3) *Maximum* service terminals.

"(1) * * *

"(2) *Maximum* station terminals include the charge for accommodation (exclusive of coal drops) at terminal stations provided by the company for dealing with merchandise as carriers thereof, before or after conveyance, together with the following services and expenses—namely, share of general charges and office expenses attributable to such services as are rendered by the company to all descriptions of merchandise alike in performing the duties incidental to the business of a carrier; shunting and marshalling of trucks; and the provision of engines, horses, machinery, plant, and stores used in the services referred to in this subsection.

"(3) *Maximum* service terminals include the charges for the following services rendered by the company in dealing with merchandise as carriers thereof, before or after conveyance—namely, the labour of servants of the company in loading or unloading, covering or uncovering merchandise, the provision of machinery, plant, sheets, and stores used in such services, and also the share of general charges and office expenses specially attributable to the classes of merchandise in respect of which service terminals are authorized."

COURTENAY BOYLE.

Railway Department, Board of Trade, August 3.

LEGAL NEWS.

OBITUARY.

Mr. MATTHIAS JAMES SOWTON, solicitor, of Chichester, died on the 3rd inst., at the age of seventy-two, after a short illness. Mr. Sowton was born in 1817. He was admitted a solicitor in 1841. He had a large practice at Chichester. He had been registrar of the Chichester County Court (Circuit No. 50) ever since the passing of the first County Courts Act. He was steward of the Manor of Midhurst, and a perpetual commissioner for the County of Sussex. Mr. Sowton was formerly a member of the Chichester Town Council. He was unmarried.

APPOINTMENTS.

Mr. WILLIAM DIGBY SEYMOUR, LL.D., Q.C., has been appointed Judge of County Courts for Circuit No. 1, in succession to Judge Holl, who has succeeded the late Judge Whigham, is the third son of the Rev. Charles Seymour, and was born in 1822. He was educated at Trinity College, Dublin, where he proceeded to the degree of LL.D., and he was called to the bar at the Middle Temple in Trinity Term, 1846. He became a Queen's Counsel in 1861, and he is a member of the North-Eastern Circuit. He was M.P. for Sunderland in the Liberal interest from 1852 till 1854, and for Southampton from 1859 till 1865, and he has been recorder of Newcastle-upon-Tyne since 1854.

Mr. HARRY FARRAR, solicitor, of Bradford and Wyke, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. PHILIP SAMUEL SOLOMON has been appointed a Queen's Counsel for the Colony of Fiji.

Mr. JOHN WILLIAM RICHARDS, barrister, has been appointed Counsel to the Commissioners of Charitable Donations and Bequests in Ireland. Mr. Richards was called to the bar at Dublin in 1880.

Mr. WILLIAM FREDERICK WEBSTER has been appointed one of the Revising Barristers for Middlesex and London. Mr. Webster was educated at the City of London School and Trinity College, Cambridge, where he held one of the Whewell Scholarships for international law. He was called to the bar at Lincoln's-inn in May, 1882.

Mr. DAN FORREST, solicitor, of 26, Moorgate-street, E.C., and 34, Queen's Down-road, Clapton, N.E., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WALWORTH HOWLAND ROBERTS has been appointed a Revising Barrister for the counties of London and Middlesex. Mr. Roberts is the third son of the late Sir Thomas Howland Roberts, Bart., and was born in 1855. He was called to the bar at the Middle Temple in July, 1878, and he practises on the Western Circuit. He is an examiner of the court.

Mr. RICHARD LOVELAND LOVELAND, barrister, has been elected Chairman of the Second Court at the Middlesex Quarter Sessions. Mr. Loveland is the only son of Mr. John Perry Oldershaw, of Sandown, Isle of Wight, who assumed the name of Loveland by Royal licence. He was born in 1841, and he was educated at Kensington School, and at Pembroke College, Oxford. He was called to the bar at the Inner Temple in Michaelmas Term, 1865, and he is a member of the Western Circuit. Mr. Loveland is a magistrate for the counties of London and Middlesex.

Mr. GEORGE SYDNEY DAVIES, solicitor, of Crickhowell and Brynmawr, has been appointed Clerk to the Lieutenancy for Brecknockshire. Mr. Davies was admitted a solicitor in 1846. He is registrar of the Crickhowell County Court, and clerk to the county magistrates and to the Commissioners of Taxes.

Mr. FREDERICK MEAD, barrister, has been appointed a Police Magistrate in succession to Mr. Paget. Mr. Mead is the second surviving son of Mr. G. E Mead, senior partner of the firm of Messrs. Mead & Sons, of 6, Arundell-street, Piccadilly-circus, solicitors, and was called to the bar at the Middle Temple in Trinity Term, 1869. He was appointed in 1879 prosecuting counsel for the Treasury at Middlesex Sessions, and in 1887 he and Mr. Charles Matthews were appointed junior prosecuting counsel at the Central Criminal Court. On Mr. Poland taking silk in January last, Mr. Mead and Mr. Matthews succeeded him as senior Treasury prosecuting counsel.

Mr. HARRY HOCOMBE, solicitor, of Rugby-chambers, 2, Chapel-street, Bedford-row, W.C., and Potter's Bar, Middlesex, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

GENERAL.

On the 12th inst. the following Bills received the Royal assent:—Prince of Wales's Children, Telegraphs (Isle of Man), Advertisement Rating, Small Debts (Scotland), Canada (Ontario Boundary), Passengers Acts Amendment, Board of Agriculture, Audit (Army and Navy Accounts), Trust Funds Investment, Windward Islands Appeal Court, Settled Land Acts Amendment, Companies Clauses Consolidation Act, 1888, Amendment.

On the 8th inst., in the House of Commons, Mr. Ainslie asked the Attorney-General when he proposed to amend the law in respect to offences committed under Jervis's Act (11 & 12 Vict. c. 43, s. 11), in order to prevent defaulters escaping punishment owing to proceedings having to be taken within six months of the misconduct complained of. The Attorney-General said that "the matter to which the question refers had not escaped attention, but it was not thought desirable to propose any amendment of the law until the report of certain committees which are now sitting have been received. I trust, however, that I may be able to deal with the matter early in next session."

The *Scotsman* says that in the death of Sir James Roberton the West of Scotland has lost an eminent lawyer, Glasgow University a learned and popular professor, and the city of Glasgow one of her worthiest citizens. Sir James was the son of a farmer, and was brought up on the farm of Dalmarnock. After attending the law classes at the Old College in Glasgow, he graduated, and subsequently entered the office of a firm of lawyers in the City. From Glasgow he removed to Edinburgh, where he was engaged for some years in the office of Professor Menzies; but in 1853 he returned to the Western capital, and entered into partnership with Mr. Towers-Clark. The firm afterwards, with increasing business, became Towers-Clark, Roberton, & Ross; and on the death of Mr. Towers-Clark some years later the firm again changed its title to Roberton, Low, Roberton, & Cross, under which style it now continues at 176, St. Vincent-street, Glasgow, and of which Sir James Roberton was the leading partner. In 1867 Sir James was appointed Professor of Conveyancing in the Glasgow University, and held the position up till his death.

At the Lambeth Police Court last week, George Booker, described as a builder, was charged on remand with obtaining money under false pretence. Mr. J. E. Clay, instructed by Mr. WILSON, prosecuted, and stated that he had a list of solicitors, numbering over 100, who had been victimized by the prisoner. Mr. E. J. Sydney, solicitor, of Finsbury-circus, stated that in February last the prisoner called and said, "Your friend, Mr. Griffin, of the Portland Arms, recommended me to you as a good solicitor, and I want you to act for me. I have got in serious trouble through being in the hospital; all my estates have gone wrong." He then handed witness a bundle of papers, including a list of accounts which he alleged were due to him from various building firms, amounting to some £600. He added that he was a "big" builder, but out of business at present. Before leaving the prisoner asked for an advance of £2, but witness declined until he had seen Mr. Griffin. Booker said that would be all right, and also handed to witness the plan of an estate upon which there was a mortgage of £50, saying the deeds had been deposited with solicitors at Portsea in 1888. The property, he said, was at a place called Wickham, Hants, and called Turkey Island. On the following day Booker came to the office, and witness advanced him £2, believing his statement. He afterwards spoke to Mr. Griffin, who only laughed and said he knew nothing of the man. Witness wrote to various persons whose names and addresses the prisoner had given to him with regard to the alleged outstanding debts. Most of the letters came back through the dead letter office, but in one case a man, to whom he had written, came to the office and threatened to kick him. A witness was called from Messrs. Dore Brothers, who stated that the accused had been engaged to perform a contract of bricklaying, but this he never carried out, although he had been overpaid for what work he did do. There was not a single farthing due to him. Mr. Partridge ordered a remand for further inquiries.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Aug. 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARTHUR ASHWOOD & Co, LIMITED—Stirling, J, has fixed Tuesday, Aug 20, at 12, at the chambers of Chitty, J, for the appointment of an official liquidator Fuller, Coleman st, solor for petner

AUTOMATIC TRADING Co, LIMITED—By an order made by Chitty, J, dated July 31, it was ordered that the company be wound up Whitfield & Richardson, Finsbury pavement, solors for petner

BARTON UPON HUMBER AND DISTRICT WATER Co, LIMITED—North, J, has fixed Tuesday, Aug 20, at 12, at the Vacation Chambers, for the appointment of an official liquidator

COLONIAL PROSPECTING Co, LIMITED—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Edward Graeme Gibson, 21, Leadenhall st

CONTINENTAL CANADIAN TOBOGGANNING SYNDICATE, LIMITED—By an order made by Chitty, J, dated July 27, it was ordered that the syndicate be wound up Andrew & Co, Gt James st, solors for petner

ELECTRICAL AUTOMATIC DELIVERY BOX Co, LIMITED—By an order made by Kay, J, dated Aug 3, it was ordered that the company be wound up Abrahams & Co, Old Jewry, solors for petners

EXCELSIOR GOLD MINING Co, LIMITED—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts and claims, to James Ford, 23, College hill, Cannon st

MABLETHORPE GAS Co, LIMITED—By an order made by Chitty, J, dated July 31, it was ordered that the company be wound up Maples & Co, Frederick's place, Old Jewry, agents for Scott & Cooper, Hull, solors for petners

PADDINGTON MERCURY PUBLISHING Co, LIMITED—Creditors are required, on or before Sept 20, to send their names and addresses to Mr Charles Johnstone Burt, 58, Porchester rd, Bayswater Hepburn & Davison, Westbourne grove, solors for liquidator

PRINCESS'S THEATRE Co, LIMITED—Chitty, J, has fixed Tuesday, Aug 20, at 11, at his chambers, for the appointment of an official liquidator

WILTSHIRE BREWERY Co, LIMITED—Kay, J, has fixed Aug 23, at 11.30, at the chambers of Chitty, J, Royal Courts, for the appointment of an official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

STANDARD MANUFACTURING Co, LIMITED—The Vice-Chancellor has fixed Friday, Aug 16, at 12, at the Chancery Office, Duchy chmbrs, Clarence st, Manchester, for the appointment of an official liquidator

FRIENDLY SOCIETIES DISSOLVED.

BAPTIST SUNDAY SCHOOL AND FRIENDS SICK AND BURIAL SOCIETY, Milnrow rd, Rochdale, Lancaster Aug 2

COURT LILY OF THE FOREST, A O.F., Wellington Hotel, Todmorden rd, Bacup, Lancaster Aug 6

London Gazette.—TUESDAY, Aug. 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CITY OF DUNEDIN SUBURBAN GAS Co, LIMITED—Petn for winding up, presented Aug 8, directed to be heard before Stirling, J, on Saturday, Oct 26 Webb & Co, Queen Victoria st, solors for petner

COOPER & SONS, LIMITED—Creditors are required, on or before Sept 3, to send their names and addresses, and the particulars of their debts or claims, to Henry Newman Howard, 54, Palmerston bdgs, Old Broad st Friday, Oct 25, at 11, is appointed for hearing and adjudicating upon the debts and claims Kisbey, Cheapside, solor for official liquidator

EBERLES ADELPHI HOTEL, LLANDUDNO, Co, LIMITED—Creditors are required, on or before Sept 13, to send their names and addresses, and the particulars of their debts or claims, to Alfred Gardner Pugh, Llandudno Friday, Oct 25, at 11, is appointed for hearing and adjudicating upon the debts and claims Belfrage & Co, John st, Bedford row, solors

ECONOMIC FUEL Co, LIMITED—Creditors are required, on or before Sept 21, to send their names and addresses, and the particulars of their debts or claims, to Alick R Ramsay, 2, Metal Exchange bdgs, Gracechurch st

F ALLEN, LIMITED—Stirling, J, has, by an order dated July 26, appointed Augustus Edwin Hibberd, 17, King's Arms yd, to be official liquidator Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to the above Tuesday, Oct 29, at 12, is appointed for hearing and adjudicating upon the debts and claims Smith & Co, Aldermanbury, solors for official liquidator

ISLE OF MAN, LIVERPOOL, AND MANCHESTER STEAMSHIP Co, LIMITED—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to James Barnes, 10, Water st, Liverpool

LAKE CITY MINING Co, LIMITED—Chitty, J, has, by an order dated Aug 8, appointed Horace Woodburn Kirby, 19, Birchin lane, to be official liquidator Davidson & Morriss, Queen Victoria st, solors for petners

MABLETHORPE GAS Co, LIMITED—Chitty, J, has fixed Friday, Aug 23, at 11, at his chambers, for the appointment of an official liquidator Maples & Co, Frederick's place, Old Jewry, agents for petners

PADDLE STEAMSHIP "QUEEN OF THE BAY" Co, LIMITED—By an order made by Kay, J, dated Aug 3, it was ordered that the company be wound up Bower & Co, Bream's bldgs, Chancery lane, agents for Stephens, Cardiff, solor for petners

SCHMIDT DOUGLAS ELECTRIC Co, LIMITED—By an order made by Chitty, J, dated Aug 3, it was ordered that the company be wound up Williamson & Co, Sherborne lane, solors for petner

SCHOTT BROTHERS, LIMITED—Creditors are required, on or before Oct 21, to send their names and addresses, and the particulars of their debts or claims, to James Duff, Barum House, Harrison rd, Halifax Monday, Nov 4, at 11, is appointed for hearing and adjudicating upon the debts and claims Williamson & Co, Sherborne lane, agents for England, Halifax, solor for official liquidator

THAMES BARGE Co, LIMITED—By an order made by Stirling, J, dated Aug 3, it was ordered that the voluntary winding up of the company be continued Vallance & Co, Lombard House, George yd, solors for petners

UNLIMITED IN CHANCERY.

NORTH AND SOUTH WOOLWICH SUBWAY Co—By an order dated June 3, the company was dissolved as from June 3 Richardson & Sadler, Golden sq solors for official liquidator

RISING SUN HOUSE PROPERTY ASSOCIATION—Stirling, J, has, by an order dated Aug 9, appointed William Yetton, 243, Globe rd, Bethnal green, to be official liquidator

FRIENDLY SOCIETIES DISSOLVED.

CHIPSTEAD TRADE AND MECHANICS' FRIENDLY SOCIETY, King's Head, Bessels Green, Chevening, Kent Aug 8

ROSSENDALE SICK, BURIAL, AND GENERAL PROVIDENT SOCIETY, Stacksteads, Lancaster Aug 9

SUSPENDED FOR THREE MONTHS.

POUNDFALD FRIENDLY SOCIETY, Poundfald Inn, Poundfald, Three Crosses, Penclawdd, Swansea, Glamorgan Aug 7

CREDITORS' NOTICES.
UNDER ESTATES IN CHANCERY.
LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 2.

KIRLEW, DANIEL, Beckenham, Kent, Esq. Sept 10. Kirlew v Kirlew, Chitty, J. Oliver, Corbet ct, Gracechurch st

PERCIVAL, WALTER, Hanbury st, Mile End New Town, Horsehair Manufacturer. Aug 31. Percival v Mageon, Stirling, J. Marsden & Son, Queen st

UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 2.

AIREY, ELIZABETH, Cartmel, Lancs. Aug 20. Tyson, Cartmel

AIREY, GEORGE, Cartmel, Lancs, Butcher. Aug 30. Tyson, Cartmel

BARTLAM, JOHN, Fenton, Staffs, Yeoman. Aug 31. Day, Stoke on Trent

BROCK, CHARLES, Paternoster row, Advertising Agent. Sept 12. Leslie & Co, Gresham bldgs, Basinghall st

BRUCE, CHARLOTTE, Haven Green, Ealing. Aug 31. Crosse & Sons, Lancaster pl, Strand

CHARLESWORTH, WILLIAM, Holmfirth, Yorks. Aug 31. Turner, Holmfirth

COPP, JOHN, Combe St Nicholas, Somerset, Yeoman. Aug 24. Clarke & Lukin, Chard

CORNISH, HENRY ROBERTS, Penzance, Gent. Sept 5. Trythall & Bodilly, Penzance

DICKINSON, HARVEY, Ventnor, I W, Gent. Dec 21. Dowse, New inn, Strand

DIXON, ELIZA, Harrogate. Sept 14. Balden & Son, Birmingham

FISH, JOHN CROCKETT, Wimpole st, Cavendish sq, Esq, M.D. Sept 2. Finch & Co, Gray's inn sq

FORSHAW, ELLEN GOORE, Ilminster, Somerset. Aug 28. Paull, Ilminster

GAGE, Lieut.-General the Hon EDWARD THOMAS, Folkestone. Sept 20. M. & H. Turner, Sackville st

GARROD, SUSAN VARNELL, Beccles, Suffolk. Sept 30. Sadd & Bacon, Norwich

GEORGE, EDWARD, Walton, nr Liverpool, formerly Butler. Sept 3. Thornely & Cameron, Liverpool

GRAHAM, HENRY, Carlisle. Sept 7. Errington, Carlisle

GREEN, SOPHIA, Bickley, Kent. Aug 30. Devonshire & Monkland, Fredericks pl, Old Jewry

HALL, WILLIAM TAYTON, Coleman st, Solicitor. Sept 25. Ashley & Co, Fredericks pl, Old Jewry

HAYWARD, JOHN, Bridgwater, Coal Agent. Sept 2. De Lyons-Pike, Bedford row

HEWLETT, MARY ANN, Cheltenham. Aug 31. Sedgwick & Co, Watford, Herts

HOWATT, THOMAS, Liverpool, Shipwright. Aug 21. Forshaw & Hawkins, Liverpool

KING, WILLIAM, Liverpool, Steamship Engineer. Sept 14. Brabner & Court, Liverpool

LUCK, HARRIET, West Malling, Kent. Aug 24. Norton & Son, West Malling

MINSHULL, HARRIET, Marylebone Workhouse. Sept 10. E W & R Oliver, Corbet ct, Gracechurch st

MITCHELL, ROBERT, Liverpool, Master Mariner. Sept 9. Bateson & Co, Liverpool

POLKINGHORNE, WILLIAM ELLIS, Phillack, Cornwall, Butcher. Sept 5. Trythall & Bodilly, Penzance

ROBINSON, WILLIAM, Bierlow, nr Rotherham, Yorks, Farmer. Nov 1. Saunders & Co, Wath upon Dearne, nr Rotherham

SARGENSON, LOUISA CATHERINE, New Bond st. Sept 2. Lewis & Sons, Wilmington sq

SERGEANT, JOSEPH, Thornton Curtis Lincs, Farmer. Oct 1. Goy & Cross, Barton on Humber

SEYMORE, JAMES, Worcester, Hay Merchant. Sept 1. Curtler & Co, Worcester

SOLDATO, FRANCESCO DEL, Lung' Arno Guicciardini, Florence, Italy, Merchant Oct 8. Elcum & Lemon, Bedford row

STEPHAN, JOHN HENRY, Chipping Norton, Oxon, Postmaster. Sept 21. Rawlinson, Chipping Norton

THOMAS, THOMAS, Aberayron, Cardigan, Retired Master Mariner. Aug 28. Hughes, Aberystwith

THOMPSON, LIZZIE DORRA, Sunderland. Aug 15. Service, Sunderland

TIMSON, JOHN, Baker st, Bedford sq East. Oct 1. Griffith, Old Serjeant's inn

TREVENA, JOHN, Ponsancoth, Cornwall, Builder. Sept 1. Jenkins, Penryn

TUBTON, FRANCIS ALFRED, Birmingham, Surgeon Major. Sept 9. Murray & Co, Fitchin lane

WAKLEY, ANN, Harrow rd. Aug 31. Young & Co, St Mildred's ct, Poultry

WEAVER, THOMAS, Tunbridge Wells, retired Beerhouse Keeper. Sept 7. Cripps & Son, Tunbridge Wells

WINSTON, THOMAS, Rhyl, Flint, Esq. Sept 7. Preston, Chester

WITNEY, SAMUEL, Essex, Livery Stable Keeper. Aug 30. Lockyer & Dinn, Gresham bldgs

WOOLLEY, JAMES, Stalybridge, Gent. Aug 12. Buckley & Miller, Stalybridge

YATES, AMELIA MARY, Sumner terr, Onslow sq. Sept 14. Stuart & Tull, Gray's inn sq

YOUNG, ARTHUR, Horfield, Glos, Licensed Victualler. Sept 1. Wansbrough, Bristol

London Gazette.—TUESDAY, Aug. 6.

ARKWRIGHT, LOFTUS WIGRAM, Parndon Hall, Essex, Esq. Sept 16. Markby & Co, New sq, Lincoln's inn

BROOKS, HENRY, Holloway rd, Licensed Victualler. Aug 31. Hindson & Co, Moorgate st

BUTLER, WILLIAM, Warwick, Gent. Oct 1. Brown & Son, Warwick

FISHER, HENRY FREDERICK, Sunderland, Shipowner. Sept 10. Steel, Sunderland

GAMBLE, JOHN NELSON, Liverpool, Gent. Sept 18. Collins & Co, Liverpool

HILL, JOHN, Pemberton, Lancs, Blacksmith. Oct 3. Johnson, Wigan

MADGE, ELLEN, Highbury terr, Islington. Aug 31. Bompas & Co, Great Winchester st

MATHER, AUGUSTA MARY, Penzance. Sept 16. Hunters & Haynes, New sq, Lincoln's inn

MORGAN, GEORGE, Brighton, Esq. Sept 19. Lowe & Co, Temple grdns, Inner Temple

PENNEE, WILHELM ANDREAS, Maida Hill West. Oct 1. Todd & Co, Chancery lane

PITT, EDWARD, Sailors' Home, Dock st, Master Mariner. Aug 20. Dale, Finsbury circus

SHERLOCK, CORNELIUS, Liverpool, Architect. Sept 15. Miller & Co, Liverpool

SMITH, MARY JANE, Leeds, Hotel Proprietor. Sept 21. Bulmer & Lawson, Leeds

SMITH, THOMAS, Portsdown rd, Paddington, retired Grocer. Sept 16. Saxton & Morgan, Somerset st, Portman sq

STOVES, ESTHER, Draughton, nr Skipton, Yorks. Aug 31. Wooler & Wooler, Darlington

WALKER, ELIZABETH, Kingston upon Hull. Sept 14. Rollit & Sons, Hull

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUPTCY NOTICES.
RECEIVING ORDERS.

London Gazette—FRIDAY, Aug 9.

ADAMS, ALFRED THOMAS, Crick, Northamptonshire, Wheelwright Coventry Pet Aug 3 Ord Aug 3

ARMITAGE, HUTCHINSON, Sheriff Hutton, Yorks, Grocer Scarborough Pet Aug 7 Ord Aug 7

AVERY, HENRY, Eaton pl, Butler High Court Pet Aug 3 Ord Aug 3

BOANSON JOHN, Whitby, Yorks. Painter Stockton on Tees and Middlesborough Pet Aug 3 Ord Aug 3

BRIGGS, DAVID, and JOSEPH DIXON WATERHOUSE, Hunslet, Cloth Manufacturers Leeds Pet Aug 7 Ord Aug 7

BROOKS, HERBERT FRANCIS, Gt Yarmouth, Shipbroker Gt Yarmouth Pet Aug 6 Ord Aug 6

BRYCE, FRANCIS JOHN, Brierley Hill, Staffs, Boat Builder Stourbridge Pet July 27 Ord July 27

BURRIDGE, THOMAS, Winterbourne Abbas, Dorset, Farmer Dorchester Pet Aug 6 Ord Aug 6

CHAPMAN, JOHN, North Evington, Boot Manufacturer Leicester Pet Aug 3 Ord Aug 3

COCKER, CHRISTOPHER, New Wortley, Leeds, Blacksmith Leeds Pet Aug 1 Ord Aug 1

COWARD, GEORGE, Barrow in Furness, Clerk Barrow in Furness Pet Aug 7 Ord Aug 7

CUNNINGHAM, ROBERT SIEVERS, and CYRIL ROBERT CUNNINGHAM, Cannon st, Metal Merchants High Court Pet Aug 6 Ord Aug 6

DAVIES, BENJAMIN WALTER, Lower Kennington lane, Engineer High Court Pet Aug 7 Ord Aug 7

DIXON, HENRY, Newark upon Trent, Bootmaker Nottingham Pet Aug 6 Ord Aug 6

DURHAM, THOMAS, Lombard ct, Gracechurch st. Commercial Traveller High Court Pet May 24 Ord Aug 2

FARNELL, SIDNEY HENRY, Derby, Commercial Traveller Derby Pet Aug 3 Ord Aug 3

FOREHEAD, WILLIAM, Sandown, I W, Carpenter Newport and Ryde Pet Aug 2 Ord Aug 2

FRANCE, JOHN WILLIAM, Sheffield, Wire Worker Sheffield Pet Aug 2 Ord Aug 2

GEE, WILLIAM, jun, Carlton, Notts, late Solicitor's Clerk Nottingham Pet July 16 Ord July 30

GOLD, LOUIS, Adelaide st, Strand, Tailor High Court Pet Aug 3 Ord Aug 5

HILL, REUBEN, Tottenham, Builder High Court Pet Aug 7 Ord Aug 7

HOLDEN, JOHN, Rawtenstall, Lancs, Labourer Blackburn Pet Aug 3 Ord Aug 3

HOLMES, JOHN, sen, Freiston, Lincs, Farmer Boston Pet July 25 Ord Aug 3

HUNT, GEORGE HENRY, Hanley, Staffs, Solicitor Hanley Pet Aug 3 Ord Aug 3

JACKLIN, THOMAS JOSEPH HAM, Brighton, Builder Brighton Pet Aug 7 Ord Aug 7

JONES, THOMAS, Neyland, Pembs, Mason, Pembroke Dock Pet Aug 3 Ord Aug 3

KELSEY, WILLIAM, Barnsley, Yorks, Dealer in Drugs Barnsley Pet Aug 7 Ord Aug 7

KEYS, THOMAS, Derby, Plumber Derby Pet Aug 3 Ord Aug 3

LAWES, S. C., the Parade, Perry-rise, Forest Hill, Tailor High Court Pet July 5 Ord Aug 1

LISTER, THOMAS, and SAMUEL MYERS, Bradford, Painters Bradford Pet Aug 3 Ord Aug 3

LUND, WILLIAM, York, late Innkeeper York Pet July 23 Ord Aug 2

MANN, GEORGE, Nottingham, Fishmonger Nottingham Pet Aug 3 Ord Aug 3

OWEN, EVAN, Llanllwchaiarn, Montgomery, Gamekeeper Newtown Pet Aug 1 Ord Aug 1

PLUMMER, JOHN EDWARD, Leeds, Worsted Coating Manufacturer Leeds Pet Aug 7 Ord Aug 7

PRESCOTT, ALFRED THOMAS HENRY, Cardiff, Bookseller Cardiff Pet July 31 Ord July 31

RICHARDS, HENRY, Thornford, Dorset, Farmer Yeovil Pet Aug 7 Ord Aug 7

ROBERTS, ROBERT, Llanrhychwyn, Carnarvonshire, Innkeeper Portmadoc and Blaenau Festiniog Pet Aug 3 Ord Aug 3

SHEPPARD, JOSEPH, Canterbury, Ale Merchant Canterbury Pet Aug 6 Ord Aug 6

SIMS, JAMES FREDERICK CARL, Richmond terrace, Clapham rd, formerly Licensed Victualler High Court Pet May 29 Ord Aug 5

SOLOMON, LEWIS, lately Beech st, Barbican High Court Pet July 5 Ord Aug 1

STEVENS, JAMES HENRY, Manseltown, nr Swansea, Builder Swansea Pet Aug 1 Ord Aug 1

WARD, EDGAR ALLEN, Norwich, Butcher Norwich Pet Aug 7 Ord Aug 7

WARD, WILLIAM, Stapleford, Cantab, Grocer Cambridge Pet Aug 3 Ord Aug 3

WILLIAMS, EDGAR, Nantylo, Aberystruth, Mon, Gardener Tredegar Pet Aug 3 Ord Aug 3

WILLIAMS, ROSETTA, late Cornwall terrace, Regent's Park, Spinster High Court Pet July 12 Ord Aug 1

The following amended notice is substituted for that published in the London Gazette of July 30.

ASHBURNER, MARTIN, Gosforth, Cumberland, Yeoman Whitehaven Pet July 25 Ord July 25

FIRST MEETINGS.

ASHWELL, WILLIAM, Dewsbury, Stationer Aug 16 at 3 Off Rec, Bank chbrs, Batley

BATTY, WILLIAM THOMAS, Jamaica rd, Bermondsey, Dairyman Aug 23 at 11 33, Carey st, Lincoln's inn

BONNARD, ALFRED HENRY, late of Poultry, Financial Agent Aug 20 at 11 33, Carey st, Lincoln's inn

BRIGGS, JAMES, Blackburn, Grocer Aug 20 at 1 County Court House, Blackburn

CARR, W RIDLEY, Torrington sq, Middlesex, Gent Aug 21 at 12 33, Carey st, Lincoln's inn

COLSON, THOMAS MORTON, Adam st, Adelphi, Hotel Proprietor Aug 16 at 11 Bankruptcy bldgs, Lincoln's inn

COOK, ARTHUR, Eckington and Barlbro', Derby, Farmer Aug 20 at 2 St James's Hotel, Derby

COOK, EDWARD JOHN, Kingston upon Hull, Smallware Dealer Aug 16 at 11 Off Rec, Trinity House lane, Hull

COOMBS, ELIZABETH, Dionis ter, Parsons Green,

Fulham, Boot Dealer Aug 23 at 12 Bankruptcy bldgs, Lincoln's inn

CRAMP, HENRY BREWSTER, Tangley villas, Old Hampton, Butcher Aug 20 at 12 33, Carey st, Lincoln's inn

FANSHAWE, HENRY, Rhyl, Flint, Commercial Traveller Aug 17 at 11 Bankruptcy Office, Crypt chbrs, Chester

FARNELL, SIDNEY HENRY, Derby, Commercial Traveller Aug 17 at 10.45 Off Rec, St James's chbrs, Derby

FORRHEAD, WILLIAM, Sandown, I.W., Carpenter Aug 17 at 11 Holyrood chbrs, Newport, I.W

GEE, WILLIAM, jun, Carlton, Notts, late Solicitor's Clerk Aug 16 at 12 Off Rec, 1, High pavement, Nottingham

HOLDEN, JOHN, Rawtenstall, Lancs, Labourer Aug 20 at 1.30 County Court House, Blackburn

HORWOOD, WILLIAM, Newbold Pacey, Warwick, Farmer Aug 19 at 11 Wright & Hassall, solors, Dormer pl, Leamington

HUNT, GEORGE HENRY, Hanley, Staffs, Solicitor Aug 16 at 3.45 Off Rec, Newcastle under Lyme

KENT, HORACE, Mitre ct chbrs, Temple, Barrister at Law Aug 20 at 11 Bankruptcy bldgs, Lincoln's inn

KEYS, THOMAS, Derby, Plumber Aug 17 at 11.30 Off Rec, St James's chbrs, Derby

KING, HENRY ALFRED, King st, Westminster, Barman Aug 16 at 11 33, Carey st, Lincoln's inn

LISTER, THOMAS, and SAMUEL MYERS, Bradford, Painters Aug 19 at 11 Off Rec, Manor row, Bradford

LUND, WILLIAM, York, late Innkeeper Aug 20 at 11.30 Off Rec, 28, Stonegate, York

MADGE, GILES, Leeds, Yorks, Clothier Aug 16 at 11 Off Rec, 24, Park row, Leeds

MANN, GEORGE, Nottingham, Fishmonger Aug 16 at 11 Off Rec, 1, High pavement, Nottingham

OWEN, EVAN, Llanllwchaiarn, Montgomery, Gamekeeper Aug 16 at 1 Off Rec, Llanidloes

PENNINGTON, GEORGE, Sheffield, Draper Aug 20 at 11.30 Off Rec, Figtree lane, Sheffield

PICKARD, JAMES, Whitchurch, Salop, Builder Aug 20 at 2 Royal Hotel, Crewe

REEVES, JOHN, Acton, Nurseryman Aug 21 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

SCOTNEY, OWEN, Barking rd, Canning Town, Builder Aug 21 at 11 33, Carey st, Lincoln's inn

SHEPPARD, LUDLOW, Sydney rd, Stockwell, Butcher Aug 16 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

SHINER, CHRISTOPHER MITCHELL, New Broad st, Architect Aug 16 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

STEVENS, JAMES HENRY, Manseltown, nr Swansea, Builder Aug 17 at 12 Off Rec, 6, Rutland st, Swansea

STOTT, THOMAS, Manchester, Carver Aug 16 at 11.30 Off Rec, Ogden's chmbrs, Bridge street, Manchester

THOMAS, CHARLES WALTER, Stratford, Essex, Baker Aug 21 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

THOMAS, RICHARD, Colwyn Bay, Denbigh, Painter, Sept 5 at 11.45 Court house, Rangor

VINE, JAMES, Handforth, Cheshire, Licensed Victualler Aug 16 at 11.30 Off Rec, County chmbrs, Market pl, Stockport

WADDINGTON, JAMES FRANKLIN, Seacombe, Cheshire, Shipbuilder Aug 19 at 2 Off Rec, 35, Victoria st, Liverpool

WARD, WILLIAM, Stapleford, Cautab, Grocer Aug 21 at 12.30 Off Rec, 5, Petty Cury, Cambridge

WITCOMBE, ALFRED, Bournemouth, Fishmonger Aug 16 at 1.30 Off Rec, Salisbury

ADJUDICATIONS.

ASHBY, G. A. H., late Bedford st, Covent Garden, of no occupation High Court Pet Dec 28 Ord Aug 6

ASHFOLD, W. H., and ROBERT GIBBS, Perham rd, St Andrew's Estate, West Kensington, Builders High Court Pet May 31 Ord Aug 1

AVERY, HENRY, Eaton pl, Butler High Court Pet Aug 3 Ord Aug 3

BRAVIS, ROBERT, Shanklin, Carpenter Newport and Ryde Pet July 30 Ord Aug 2

BOANSON, JOHN, Whitby, Yorks, Painter Stockton on Tees and Middlesborough Pet Aug 3 Ord Aug 3

BOWMAN, GUSTAVE, late Blurton rd, Clapton, Manufacturer High Court Pet June 17 Ord Aug 6

BRIGGS, DAVID, and JOSEPH DIXON WATERHOUSE, Hunslet, Leeds, Cloth Manufacturers Leeds Pet Aug 7 Ord Aug 7

BRIGGS, JAMES, Blackburn, Grocer Blackburn Pet June 26 Ord Aug 1

BROOKS, HERBERT FRANCIS, Gt Yarmouth, Shipbroker Gt Yarmouth Pet Aug 6 Ord Aug 6

BROOKS, THOMAS, Coalville, Leics, Labourer Leicester Pet July 20 Ord Aug 2

BRYCE, FRANCIS JOHN, Brierley Hill, Staffs, Boat Builder Stourbridge Pet July 27 Ord July 31

BULL, SARAH ANNE, Burton on Trent, Milliner Burton on Trent Pet July 17 Ord Aug 6

BURROWS, WILLIAM, Britannia st, Gray's inn rd, Lamp Manufacturer High Court Pet July 26 Ord Aug 7

CAPON, JAMES, Orpington, Kent, Fruit Grower Croydon Pet July 31 Ord Aug 3

CARR, W. RIDLEY, Torrington sq, Gent High Court Pet June 6 Ord Aug 6

CHAPMAN, JOHN, North Evington, Leics, late Boot Manufacturer Leicester Pet Aug 2 Ord Aug 3

CHINERY, LESLIE, and BEN KIRK, International Club, Trafalgar sq, late copartners in said International Club High Court Pet Mar 26 Ord Aug 1

COHEN, MOSS LEOPOLD, Tavistock sq, Gent High Court Pet June 17 Ord Aug 3

COCKER, CHRISTOPHER, New Wortley, Leeds, Blacksmith Leeds Pet Aug 1 Ord Aug 1

COLE, JOSHUA GEORGE, Gt Dunmow, Essex, Auctioneer High Court Pet March 19 Ord Aug 6

COLSON, THOMAS MORTON, Adam st, Adelphi, Hotel Proprietor High Court Pet June 20 Ord Aug 6

COOPER, MOSES, Yarbridge, nr Brading, I.W., Contractor Newport and Ryde Pet July 31 Ord Aug 3

COWARD, GEORGE, Barrow in Furness, Clerk Barrow in Furness Pet Aug 7 Ord Aug 7

DANIEL, HENRY, the younger, Chantry rd, Brixton, Potato Salesman High Court Pet July 10 Ord Aug 7

DAWSON, THOMAS, Sheffield, Fish Dealer Sheffield Pet June 28 Ord Aug 7

FRANCE, JOHN WILLIAM, Sheffield, Wire Worker Sheffield Pet Aug 2 Ord Aug 3

GARDNER, FRANCES JANE, Tynemouth, Hotel Proprietress Newcastle on Tyne Pet July 22 Ord Aug 3

GREY, HELEN SUSANNAH, Pall Mall, Boarding house Keeper High Court Pet July 31 Ord Aug 1

GROTH, LORENTZ ALBERT, Tokenhouse bldgs, Moorgate st, Civil Engineer High Court Pet June 21 Ord Aug 6

HAKIM, PHIRIZ MERVAN, Station Villa, Nutfield, Surrey High Court Pet June 15 Ord Aug 6

HARVEY, HERBERT CHARLES, Birmingham, Ironfounder Birmingham Pet July 15 Ord July 31

HOLDEN, JOHN, Rawtenstall, Labourer Blackburn Pet Aug 3 Ord Aug 3

HOLLINS, GEORGE, Wolverhampton, Cooper Wolverhampton Pet Aug 2 Ord Aug 6

HUMBERSTONE, CHARLES HENRY, Leicester, Hosiery Manufacturer's Agent Leicester Pet July 18 Ord Aug 2

HUNT, GEORGE HENRY, Hanley, Staffs, Solicitor Hanley Pet Aug 3 Ord Aug 3

JONES, DAVID, Frwnog, Montgomery, Farmer Newtown Pet July 2 Ord Aug 3

JONES, THOMAS, Neyland, Pembs, Mason Pembroke Dock Pet Aug 3 Ord Aug 3

JULIAN, RICHARD, Dyne rd, Kilburn, Builder High Court Pet July 25 Ord Aug 3

KELSEY, WILLIAM, Barnsley, Yorks, Dealer in Drugs Barnsley Pet Aug 7 Ord Aug 7

KEYES, ROBERT CROFTS, Cheapside, Hosier High Court Pet July 8 Ord Aug 6

KEYS, THOMAS, Derby, Plumber Derby Pet Aug 3 Ord Aug 3

LUND, WILLIAM, York, late Innkeeper York Pet July 22 Ord Aug 3

MARSHALL, JOHN, Nottingham, late Farmer Nottingham Pet Aug 1 Ord Aug 1

MOSS, ISAAC, Connaught st, Florist High Court Pet June 7 Ord Aug 3

PLUMMER, JOHN EDWARD, Leeds, Worsted Coating Maker Leeds Pet Aug 7 Ord Aug 7

POSTLETHWAITE, FRANK MEE, Shrewsbury, Stockbroker Shrewsbury Pet June 24 Ord Aug 1

PRESCOTT, ALFRED THOMAS HENRY, Cardiff, Bookseller Cardiff Pet July 31 Ord July 31

SCOTNEY, OWEN, Barking rd, Canning Town, Essex, Builder High Court Pet July 4 Ord Aug 3

SEAGER, JAMES MORRISON, late Gracechurch st, Chemical Maker High Court Pet July 19 Ord Aug 3

SHARROCKS, JAMES EDWIN, Rochdale, Wine Merchant Oldham Pet July 13 Ord Aug 6

SHEPPARD, JOSEPH, Canterbury, Ale Merchant Canterbury Pet Aug 6 Ord Aug 6

SHINER, CHRISTOPHER MITCHELL, New Broad st, Architect High Court Pet June 20 Ord Aug 1

SMITH, W W, Brampton rd, South Hackney, Rug Maker High Court Pet June 24 Ord Aug 3

SPENCER, ARTHUR, and REUBEN SPENCER, Sheffield, Grocers Sheffield Pet May 13 Ord Aug 2

STAMPER, EMILY JULIA MARION, Bournemouth, Fancy Draper Poole Pet July 23 Ord Aug 7

STRATTON, WILLIAM, The Broadway, High st, Chiswick, General Draper Brentford Pet July 24 Ord July 30

TAYLOR, ABRAHAM, Wolverhampton, Butcher Wolverhampton Pet Aug 2 Ord Aug 6

VAUGHAN, THOMAS BOWEN, Carmarthen, Tailor Carmarthen Pet July 11 Ord Aug 3

WARD, WILLIAM, Stapleford, Cambs, Grocer Cambridge Pet Aug 3 Ord Aug 3

WILLIAMS, EDGAR, Nantyglo, Aberystruth, Mon, Gardener Tredegar Pet Aug 3 Ord Aug 3

London Gazette.—TUESDAY, August 13.

RECEIVING ORDERS.

BANKS, WILLIAM HENRY, Regina rd, Tollington pk, Zinc Worker High Court Pet Aug 7 Ord Aug 8

BEAL, JOHN JAMES, Leicester, Timber Merchant Leicester Pet Aug 8 Ord Aug 8

BEVAN, MARY, Bedwellty, Mon, Widow Tredegar Pet July 26 Ord Aug 7

BURDELL, HENRY, Nottingham, Baker Nottingham Pet Aug 10 Ord Aug 10

ELBOROUGH, WILLIAM CHARRIERE, Bishopsgate st, Merchant High Court Pet June 12 Ord July 26

EVATT, HENRY, Leicester, Milliner Leicester Pet Aug 10 Ord Aug 10

FARROW, GEORGE, sen, Spennithorne, Yorks, Farmer Northallerton Pet Aug 7 Ord Aug 7

GATRELL, JAMES, Weelsby, Clee, Lincs, Musician Gt Grimsby Pet Aug 8 Ord Aug 8

GRACE, ANNIE CLODE, Warrington, Potter Warrington Pet Aug 10 Ord Aug 10

GREEN, WALTER BURTON, Eastbourne, late Theatrical Lessee Eastbourne Pet Aug 9 Ord Aug 9

GRIFFITH, ROBERT, Penrhosllugwy, Anglesey, Farmer Bangor Pet July 25 Ord Aug 9

HALMSHAW, ROBERT, Earlsheaton, Dewsbury, Butcher Dewsbury Pet Aug 9 Ord Aug 9

HAM, CHARLES EDMUND, Woking, Surrey, Carpenter Guildford and Godalming Pet Aug 9 Ord Aug 9

HARRIS, EDWARD, and CHARLES TURNER, Walsall Bricklayers Walsall Pet Aug 8 Ord Aug 8

HEATH, ENOCH, sen, Dixton, Mon, Farmer Newport, Mon Pet Aug 7 Ord Aug 7

JONES, A., and DAVID JONES, late Rhymney, Mon, Grocers Tredegar Pet Aug 6 Ord Aug 8

JONES, ARTHUR GARDINER YALLOWLEY, Liverpool, Printer Liverpool Pet Aug 10 Ord Aug 10

KAIBEL, JOHN WILLIAM, Plough rd, Battersea, Baker Wandsworth Pet Aug 8 Ord Aug 8

KING, THOMAS, Cleethorpes, Lincs, Draper Great Grimsby Pet Aug 9 Ord Aug 9

MERRILLS, ARTHUR, Liverpool, Printer Liverpool Pet July 15 Ord Aug 9

MIDDLEBROOK, RUFUS, Blackburn, Hatter Blackburn Pet Aug 8 Ord Aug 8

OSBORN, CHARLES, Hove, Sussex, Builder Brighton Pet Aug 10 Ord Aug 10

PRAKE, THOMAS BRITTEN, Balsall Heath, King's Norton, Worces, Baker Birmingham Pet July 27 Ord Aug 8

READ, EDWIN HENRY JAMES, Kingston, Landport, Grocer Portsmouth Pet Aug 9 Ord Aug 9

REYNALLT, ISAAC, Tredegar, Mon, Grocer Tredegar Pet Aug 8 Ord Aug 8

SHARP, THOMAS, Fenny Stratford, Bucks, Innkeeper Northampton Pet Aug 9 Ord Aug 9

SHEARD, HENRY, Batley, Yorks, Accountant Dewsbury Pet Aug 8 Ord Aug 8

SMITH, WILLIAM AMBROSE BOWEN, Worcester, Baker Worcester Pet Aug 9 Ord Aug 9

SOPER, PELLON, Farnham, Surrey, General Dealer Guildford and Godalming Pet Aug 7 Ord Aug 7

STADDON, FREDERICK, Charles st, Hatton garden, Licensed Victualler's Manager High Court Pet Aug 9 Ord Aug 9

STAMMERS, ROBERT, Southend on Sea, Essex, Saddler Chelmsford Pet Aug 8 Ord Aug 8

SWINBANK, JOSEPH THOMAS POTTER, Stockton on Tees, Painter Stockton on Tees Pet Aug 9 Ord Aug 9

WARD, JOHN, Endlesham rd, Nightingale lane, Balham Wandsworth Pet July 15 Ord Aug 8

WITCHELL, JOSEPH BROWN, Cirencester, Commercial Traveller Swindon Pet Aug 9 Ord Aug 9

WOOD, ELLIS, Hunslet, Leeds, Dyer Leeds Pet Aug 9 Ord Aug 9

FIRST MEETINGS.

ASHBY, G A H, Bedford st, Covent grdn, no occupation Aug 28 at 12 33, Carey st, Lincoln's inn

ATTWOOD, JANE, Wolverhampton, Ironfounder Aug 27 at 12 Off Rec, Wolverhampton

AVERY, PETER, Stockton on Tees, Fitter Aug 27 at 11 Off Rec, 8, Albert rd, Middlesborough

BALL, WILLIAM, Lanark pl, Maida vale, Commission Agent Aug 27 at 12 33, Carey st, Lincoln's inn

BARNARDO, R U E, Earl's court rd, Gent Aug 28 at 11 33, Carey st, Lincoln's inn

BEAL, JOHN JAMES, Leicester, Timber Merchant Aug 22 at 12.30 Off Rec, 28, Friar lane, Leicester

BOANSON, JOHN, Whitby, Yorks, Painter Aug 27 at 11 Off Rec, 8, Albert rd, Middlesborough

BOWMAN, GUSTAVE, late Blurton rd, Clapton, Manufacturer Aug 30 at 11 33, Carey st, Lincoln's inn

BURRIDGE, THOMAS, Winterbourne, Abbas, Dorset, Farmer Aug 22 at 1.30 Three Chougns Hotel, Yeovil

BUTCHER, CHARLES, Lodge avenue, Fulham, Builder Aug 27 at 11 33, Carey st, Lincoln's inn

BUXTON, CHARLES, Athelstane rd, North Bow, Carpenter Aug 22 at 12 33, Carey st, Lincoln's inn

CARPENTER, JOHN AUSTIN, Alma ter, Allen st, Kensington, formerly Wharfinger Aug 29 at 11 33, Carey st, Lincoln's inn

CHAPMAN, JOHN, North Evington, Leicestershire, late Boot Manufacturer Aug 22 at 3 Off Rec, 28, Friar lane, Leicester

CLAYTON, HENRY, Darlington, Durham, Tailor Stockton on Tees and Middlesborough Aug 27 at 11 Off Rec, 8, Albert rd, Middlesborough

COCKER, CHRISTOPHER, New Wortley, Leeds, Blacksmith Aug 21 at 11 Off Rec, 22, Park row, Leeds

CRUTE, WALTER, Goodrich rd, East Dulwich, Commercial Traveller Aug 22 at 11 33, Carey st, Lincoln's inn

DIXON, HENRY, Newark upon Trent, Boot Maker Aug 20 at 12 Off Rec, 1, High pavement, Nottingham

DURHAM, THOMAS, Lombard ct, Gracechurch st, Commercial Traveller Aug 22 at 12 Bankruptcy bldngs, Lincoln's inn

EDWARDS, JAMES MCLEAN, Porth, Glamorganshire, Clothier Aug 20 at 12 Off Rec, Merthyr Tydfil

ELLIOTT, HENRY WILLIAM, Broomfield, Herne, Kent, General Dealer Aug 22 at 11 Off Rec, 5, Castle st, Canterbury

FITZGIBBON, CHARLES VALENTINE, Leadenhall st, Shipowner's Clerk Aug 23 at 11 Bankruptcy bldngs, Lincoln's inn

HEATH, ENOCH, the elder, Dixton, Mon, Farmer Aug 21 at 12 Off Rec, 12, Tredegar pl, Newport, Mon

HEATHER, HENRY FREDERICK, Reigate, Grocer Aug 21 at 1 W. P. Morrison, Solicitor, Red Hill

HEIYS, PETER, Deptford, Sunderland, Grocer Aug 20 at 11 Off Rec, 25, John st, Sunderland

HOLLINS, GEORGE, Wolverhampton, Cooper Aug 27 at 11 Off Rec, Wolverhampton

HOPPER, FEWSON, Kingston upon Hull, Furniture

Dealer Aug 20 at 11 Off Rec, Trinity House lane, Hull

HOWE, FREDERICK WILLIAM, the Parade, Lewisham, High rd, Tailor Aug 20 at 12 119, Victoria st, Westminster

KAY, JOHN HENRY, Aldershot, Private Soldier in Devonshire Regiment Aug 20 at 2.30 County Court house, Blackburn

LEWIS, ARTHUR, Waterloo, Lancs, Clerk Aug 21 at 3 Off Rec, 35, Victoria st, Liverpool

MIDDLEBROOK, RUFUS, Blackburn, Hatter Aug 20 at 2 County Court house, Blackburn

MOSBY, JAMES, Leeds, Stool Maker Aug 21 at 12 Off Rec, 22, Park row, Leeds

REYNOLDS, EMMA ELLEN, Waterford rd, Fulham, Spinster Aug 23 at 12.30 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

RICHARDS, HENRY, Thornford, Dorset, Farmer Aug 22 at 12 Three Choughs Hotel, Yeovil

ROBERTS, JOHN, THOMAS JOHN ROBERTS, and JOSEPH ROBERTS, Denbigh, Grocers Aug 22 at 2.30 Bankruptcy Offices, Crypt chmbrs, Chester

SETTERFIELD, HENRY GEORGE, Ramsgate, Fisherman Aug 22 at 2 72, High st, Ramsgate

SHEARD, HENRY, Batley, Yorks, Accountant Aug 20 at 3 Off Rec, Bank chmbrs, Batley

SHEPPARD, JOSEPH, Canterbury, Ale Merchant Aug 30 at 10 Off Rec, 5, Castle st, Canterbury

SMITH, WILLIAM AMBROSE BOWEN, Worcester, Baker Aug 28 at 11 Off Rec, Worcester

SMITH, W W, Brampton rd, South Hackney, Rug Manufacturer Aug 22 at 11 Bankruptcy bldgs, Lincoln's inn

TAYLOR, ABRAHAM, Wolverhampton, Butcher Aug 27 at 11.30 Off Rec, Wolverhampton

WILLIAMS, ROSSETTA, late Cornwall terr, Regent's pk, Spinster Aug 22 at 11 Bankruptcy bldgs, Lincoln's inn

WILLIAMS, THOMAS, Treherbert, Glam, Blacksmith Aug 20 at 11 Off Rec, Merthyr Tydfil

WILLY, AMBROSE, Margate, Surgeon Aug 22 at 3.30 53, High st, Margate

ADJUDICATIONS.

ADAMS, ALFRED THOMAS, Crick, Northamptonshire, Wheelwright Coventry Pet Aug 3 Ord Aug 9

ASHLEY, WILLIAM, Cardiff, Grocer Cardiff Pet Aug 1 Ord Aug 10

BURDELL, HENRY, Nottingham, Baker Nottingham Pet Aug 10 Ord Aug 10

DIXON, HENRY, Newark-upon-Trent, Bootmaker Nottingham Pet Aug 6 Ord Aug 9

ELLIOTT, AMOS, Bedworth, Warwickshire, Tape Maker Coventry Pet July 11 Ord Aug 10

FARNELL, SIDNEY HENRY, Derby, Commercial Traveller Derby Pet Aug 3 Ord Aug 10

FARROW, GEORGE, sen, Spennithorne, Yorks, Farmer Northallerton Pet Aug 7 Ord Aug 7

GATRILL, JAMES, Weelsby, Clee, Lincs, Musician Gt Grimsby Pet Aug 8 Ord Aug 8

GIBBS, W H, West Kensington terr, Builder High Court Pet May 10 Ord Aug 9

GOLD, LOUIS, Adelaide st, Strand, Tailor High Court Pet Aug 3 Ord Aug 8

HAND, CHARLES, Derby, Provision Merchant Derby Pet July 23 Ord Aug 10

HEATH, ENOCH, sen, Dixton, Mon, Farmer Newport, Mon Pet Aug 7 Ord Aug 7

HELLIER, JOHN, and THOMAS HELLIER, Wick Saint Lawrence, Somerset, Milk Contractors Bridgwater Pet July 19 Ord Aug 8

HILL, REUBEN, Philip lane, Tottenham, Builder High Court Pet Aug 7 Ord Aug 8

JACKLIN, THOMAS JOSEPH HAM, Brighton, Builder Brighton Pet Aug 7 Ord Aug 8

KAY, WILLIAM, Girlington, Bradford, Coal Merchant Bradford Pet July 4 Ord Aug 8

KING, THOMAS, Cleethorpes, Lincs, Draper Great Grimsby Pet Aug 9 Ord Aug 9

IRTER, THOMAS, and SAMUEL MYERS, Bradford, Painters Bradford Pet Aug 3 Ord Aug 10

MANN, GEORGE, Nottingham, Fishmonger Nottingham Pet Aug 3 Ord Aug 8

MCCREA, GEORGE WILLIAM, Kingston upon Hull, Commission Agent Kingston upon Hull Pet July 19 Ord Aug 8

MIDDLEBROOK, RUFUS, Blackburn, Hatter Blackburn Pet Aug 8 Ord Aug 8

O'FARRELL, H. P. C., late of Southsea, Hants High Court Pet March 8 Ord Aug 9

PEARMAN, HENRY, Brathway st, Park Fields, Wandsworth Wandsworth Pet Oct 25 Ord Aug 6

PRICE, WILLIAM, of the Pavement, Clapham, Mercantile Clerk Wandsworth Pet May 8 Ord Aug 8

READ, EDWIN HENRY JAMES, Kingston, Landport, Grocer Portsmouth Pet Aug 9 Ord Aug 9

REYNALLT, ISAAC, Tredegar, Mon, Grocer Tredegar Pet Aug 8 Ord Aug 8

SHARP, THOMAS, Fenny Stratford, Bucks, Innkeeper Northampton Pet Aug 9 Ord Aug 9

SMITH, WILLIAM AMBROSE BOWEN, Worcester, Baker Worcester Pet Aug 9 Ord Aug 10

SOLOMON, LEWIS, late Beech st, Barbican High Court Pet July 5 Ord Aug 9

SOPER, PELLON, Farnham, Surrey, General Dealer Guildford and Godalming Pet Aug 6 Ord Aug 7

STADDON, FREDERICK, Charles st, Hatton Garden, Licensed Victualler's Manager High Court Pet Aug 9 Ord Aug 9

STAMMERS, ROBERT, Southend on Sea, Essex, Saddler Chelmsford Pet Aug 8 Ord Aug 8

STEVENS, JAMES HENRY, Manselltown, nr Swansea, Builder Swansea Pet Aug 1 Ord Aug 6

STRICKLAND, JOSEPH PROBERT, Gravesend, Clothier Rochester Pet July 22 Ord Aug 7

SWINBANK, JOSEPH THOMAS POTTER, Stockton on Tees, Painter Stockton on Tees Pet Aug 9 Ord Aug 9

TUTHILL, C., Sevenoaks, Kent, Builder Tunbridge Wells Pet May 27 Ord Aug 7

VINE, JAMES, Handforth, Cheshire, Licensed Victualler Stockport Pet Aug 2 Ord Aug 9

WADDINGTON, JAMES FRANKLIN, Seacombe, Cheshire, Shipbuilder Birkenhead Pet June 28 Ord Aug 8

WITCHELL, JOSEPH BROWN, Cirencester, Commercial Traveller Swindon Pet Aug 9 Ord Aug 9

WOOD, ELLIS, Hunslet, Leeds, Dyer Leeds Pet Aug 9 Ord Aug 9

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The Hon. Mr. JUSTICE KAY. | The Hon. Mr. JUSTICE GRANTHAM.

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